



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Lookout Housing and Health Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPM

### Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on April 29, 2022 seeking an order of possession of the rental unit. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on August 26, 2022. In the conference call hearing, I explained the process and provided the attending party the opportunity to ask questions.

The Landlord attended the hearing; the Tenant did not attend.

### Preliminary Matter – Landlord service of the Notice of Dispute Resolution Proceeding

The Landlord stated that they delivered notice of this dispute resolution to the Tenant in person on May 12, 2022. The separate evidence package was attached to the Tenant’s rental unit door on August 11, 2022. The Landlord provided that they had multiple interactions with the Tenant, with specific communication about this upcoming hearing. On the day of the hearing, an agent of the Landlord knocked on the door of the rental unit to remind the Tenant of this hearing; however, there was no answer to that knock.

From what the Landlord presented here on notifying the tenant of this hearing, I am satisfied they served the tenant notice of this hearing in a method prescribed by s. 89(2)(a) the *Act*. I find as fact that the Tenant received the document on May 12, 2022.

With service confirmed, the hearing proceeded without the Tenant attending.

### Issues to be Decided

Is the Landlord entitled to an Order of Possession for a mutual agreement to end a tenancy pursuant to s. 55 of the *Act*?

### Background and Evidence

The Landlord applied for an order of possession pursuant to the 'Mutual Agreement to End a Tenancy' they signed jointly with the Tenant on March 15, 2022. They present this document with the fixed tenancy end date of April 20, 2022 at "noon". The document itself specifies that both parties "agree the tenancy will end with no further obligation between landlord(s) or tenant(s)". The agreement itself contains the provision that the *Act* applies.

The Landlord presented a copy of the tenancy agreement that provides details on the existing tenancy agreement. This shows the tenancy started on June 25, 2018. The rent amount was \$375, and the agreement itself shows that the tenant paid a security deposit of \$187.50.

The Landlord seeks an order of possession in order to secure their possession over the property, in line with this Mutual Agreement to End Tenancy. They stated the Tenant has maintained use and occupancy of the rental unit after April 20, 2022.

### Analysis

The *Act* s. 44(c) allows a landlord and tenant to end a tenancy by making an agreement in writing. In line with this, s. 55(2)(d) provides that a landlord may request an order of possession where the landlord and tenant have agreed in writing that the tenancy is ended.

I find the date for the Tenant to vacate was April 20, 2022. Based on this document that bears both parties' signatures as proof of the fact that the tenancy will end on mutual agreement, I grant an order of possession to the Landlord.

### Conclusion

I grant an Order of Possession to the landlord effective two days after they serve this document to the Tenant. Should the Tenant fail to comply with this Order, the Landlord may file this Order of Possession with the Supreme Court of British Columbia where it will be enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: August 26, 2022

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Residential Tenancy Branch