



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING CHARITABLE
ASSOCIATION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPC**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;

I conducted this hearing by teleconference. The landlord's agent appeared for the landlord ("the landlord"). The landlord provided affirmed testimony. The landlord made submissions as well as presented oral and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled for ten minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

The landlord testified the landlord served the tenant with the Application for Dispute Resolution and supporting documents pursuant to section 89 of the *Act* by registered mail sent on May 26, 2022. The landlord provided the Canada Post tracking number for the registered mail and submitted a copy of the envelope. Pursuant to sections 89 and 90, I find the landlord served the tenant on May 31, 2022 the 5th day after mailing.

The landlord corrected the name of the landlord which is accordingly amended.

Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to sections 47 and 55 of the *Act*?

Background and Evidence

The landlord testified that the parties entered into a signed residential tenancy agreement commencing September 20, 2016, which is now a month-to-month tenancy. Rent is currently \$896.00 a month payable on the first of the month. The landlord submitted a copy of the agreement signed by both parties.

The landlord testified the tenant paid a security deposit at the start of the tenancy, of \$450.00 which is held by the landlord. The tenant has not provided any written authorization to the landlord to retain the deposit.

The landlord issued the One Month Notice which the landlord testified the landlord served by posting to the tenant's door on April 27, 2022, thereby affecting service under section 90 on April 25, 2022.

The landlord submitted a copy of the One Month Notice with an effective vacancy date of May 31, 2022. The Notice states the tenant may file an Application for Dispute Resolution within ten days or the tenant is presumed to accept the Notice and must move out of the unit by the effective date.

The landlord testified the tenant did not file an Application for Dispute resolution within ten days and did not move out.

The landlord testified that the landlord and the tenant entered into a Mutual Agreement in which the parties agreed the tenant would vacate the unit at 1:00 PM on August 31, 2022. The landlord submitted a copy of the Mutual Agreement as evidence which is in the standard RTB form.

The landlord testified that the tenant has not vacated the unit as the tenant agreed.

The landlord requested an order of possession effective two days after service.

Analysis

I have reviewed all documentary evidence and testimony.

I find the parties entered into a Mutual Agreement to End Tenancy requiring the tenant to vacate the unit at 1:00 PM on August 31, 2022.

Further to section 55(2)(d), I find the landlord and tenant have agreed in writing that the tenancy is ended. I accept the uncontradicted evidence of the landlord and find the tenant has not vacated the unit. I accordingly find that the landlord is entitled to an Order of Possession of the rental unit.

Conclusion

I grant the landlord an Order of Possession effective two days after service on the tenant.

This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order with the Supreme Court of British Columbia to 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 20, 2022

Residential Tenancy Branch