



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, OPM, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on November 21, 2022. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- an order of possession based on the tenancy agreement stating the Tenant will vacate the rental unit at the end of the fixed term;
- an order of possession based on a mutual agreement to end the tenancy; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified that the Tenant was served with the Notice of Dispute Resolution Proceeding package on December 1, 2022, with a witness present. As the Tenant did not attend the hearing to dispute the Landlord's evidence regarding service, I find that these documents were sufficiently served for the purposes of the Act, pursuant to section 71 of the Act.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the tenancy began on February 1, 2022 and was expected to continue to January 31, 2023. Rent of \$2,676.37 per month is due on the first day of each month. The Tenant paid a security deposit of \$1,285.00 and a pet damage deposit of \$1,285.00, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

The Landlord requests an order of possession based on a Mutual Agreement to End Tenancy dated November 20, 2022 (the Agreement). A copy of the Agreement was submitted into evidence. The Agreement is signed by the parties and indicates that the tenancy will end on January 31, 2023, at 1:00 p.m.

Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find:

Section 44(1)(c) of the Act confirms that a tenancy may end if the landlord and tenant agree in writing to end the tenancy.

In this case, I am satisfied that the parties agreed in writing to end the tenancy on January 31, 2023, at 1:00 p.m., as indicated in the Agreement submitted into evidence. Therefore, I find the Landlord is entitled to an order of possession effective on January 31, 2023, at 1:00 p.m.

As the Landlord has been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the application. I order that the Landlord may retain \$100.00 from the security deposit held in recovery of the filing fee, reducing the amount of the security deposit held to \$1,185.00.

Conclusion

The Landlord is granted an order of possession, which will be effective on January 31, 2023, at 1:00 p.m. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord may deduct \$100.00 from the security deposit held in recovery of the filing fee.

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: January 27, 2023

Residential Tenancy Branch