



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB

### Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to obtain an order of possession due to the tenant breaching an agreement with the landlord.

The landlord attended the hearing. The hearing process was explained to the landlord, and during the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The landlord testified that the Notice of Hearing and evidence was served on both tenants personally on January 20, 2014 at the rental unit, which was witnessed by third party, VF. The landlord submitted a document signed by witness VF supporting that she was present when the landlord served the tenants on January 20, 2014. The landlord testified that each tenant received their own package which included evidence, and that both tenants accepted the packages. Based on the above, I accept that the tenants were served on January 20, 2014 in accordance with the *Act*.

### Issue to be Decided

- Is the landlord entitled to an order of possession under the *Act*?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on April 1, 2013 and is scheduled to revert to a month to month tenancy after April 1, 2014. Monthly rent in the amount of \$1,500.00 is due on the first day of each

month. A security deposit of \$750.00 was paid by the tenants at the start of the tenancy, which the landlord continues to hold.

The landlord submitted in evidence, a Mutual Agreement to End a Tenancy signed by the parties on January 3, 2014, indicating that the tenancy would end by mutual agreement of the parties on January 13, 2014 at 5:00 p.m. As of the date of the hearing, the landlord stated that the tenants continue to occupy the rental unit and was seeking an order of possession as a result.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

**Order of possession** – Section 44(c) of the *Act* provides that a tenancy may end if the landlord and tenants agree in writing. Based on the Mutual Agreement to End a Tenancy signed by the parties dated January 3, 2014 which specified that the tenancy would end on January 13, 2014, and based on the landlord's undisputed testimony that the tenants continue to occupy the rental unit, **I grant** the landlord an order of possession **effective two (2) days after service on the tenants**, as the effective vacancy date of January 13, 2014 has passed. This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

As the landlord's application had merit, **I grant** the landlord the recovery of the filing fee in the amount of **\$50.00**. **I ORDER** the landlord to retain **\$50.00** from the tenants' \$750.00 security deposit in full satisfaction of the recovery of the landlord's filing fee, which I find results in a new security deposit balance of \$700.00 for the tenants, which the landlord continues to hold.

### Conclusion

The landlord has been granted an order of possession effective two (2) days after service on the tenants. This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

The landlord has been ordered to retain \$50.00 from the tenants' \$750.00 security deposit in full satisfaction of the filing fee, which results in a new security deposit balance of \$700.00 for the tenants, which the landlord continues to hold.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 29, 2014

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Residential Tenancy Branch

