

## **DECISION**

### **Dispute Codes**

O, FF

### **Introduction**

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking an order of possession for the rental unit and the recovery of the filing fee for this Application.

Despite being served in person with the Notice of Hearing and Application for Dispute Resolution documents on May 26, 2009, the Tenant did not participate in the hearing.

### **Issue(s) to be Decided**

Has the Tenant breached the Residential Tenancy Act or the tenancy agreement, entitling the Landlord to an order of possession?

### **Background and Evidence**

The Landlord and the Tenant signed the tenancy agreement on September 30, 2008.

The tenancy agreement was for a fixed term, starting on November 1, 2008, and ending on May 31, 2009.

The Landlord and the Tenant each initialled the portion of the tenancy agreement dealing with the end of the tenancy, which explains that at the end of the term, May 31, 2009, the tenancy is ended and the Tenant must vacate the rental unit.

The Tenant has refused to vacate the rental unit even though the term has now ended.

In evidence the Landlord supplied copies of email exchanged between the Landlord and the Tenant. The Landlord has made it clear in the emails that the tenancy agreement will be enforced and the Tenant must vacate the unit. The Tenant appears to be under the erroneous impression that the Landlord must give her a Notice to End Tenancy.

### **Analysis**

One of the ways a tenancy may end is for the parties to stipulate a fixed term in the tenancy agreement. The Act requires the tenancy agreement to be clear that it ends on a certain date, otherwise the tenancy may continue on a month to month basis.

In this particular situation, the tenancy agreement is clear, in that the tenancy ended on May 31, 2009, and the Tenant was required to vacate the rental unit on that date. The Act does not require a Landlord to provide a Notice to End Tenancy in these circumstances.

Based on the foregoing, the evidence and testimony, and on a balance of probabilities, I find that the Tenant has breached the Act and the tenancy agreement by failing to vacate the rental unit on May 31, 2009, at the end of the fixed term tenancy.

I find the Landlord is entitled to an order of possession effective **two (2) days** after service upon the Tenant. This order may be enforced in the Supreme Court of British Columbia.

The Landlord may retain \$50.00 from the security deposit held to recover the filing fee for this Application.

The Landlord has leave to apply for monetary orders, including but not limited to, for loss of rent for the Tenant overholding, and any costs of enforcing the order of possession, if required.

### Conclusion

The Tenant has breached the tenancy agreement and the Act by failing to vacate the rental unit at the end of a fixed term tenancy.

The Landlord is granted an order of possession.

The Landlord may file for further monetary orders if required.

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: June 03, 2009.

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Dispute Resolution Officer