

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on November 17, 2009. Mail receipt numbers were provided in the Landlord's documentary evidence. The Tenant is deemed to be served the hearing documents on November 22, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The Landlord, his Agent, and the Tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

Is the Landlord entitled to an Order of Possession under section 55 of the *Residential Tenancy Act*?

Background and Evidence

The undisputed facts are both parties entered into a written fixed term tenancy which was signed on August 31, 2009 for the tenancy to begin on September 01, 2009 and is set to expire on December 31, 2009, at which time the tenancy ends and the Tenant must move out of the rental unit. Rent is payable on the first of each month in the amount of \$1,372.00.

The Landlord's Agent testified that they are concerned that the Tenant will not move out of the rental unit as required by the tenancy agreement and they are seeking an Order of Possession.

The Tenant testified that he has his business close by and that he is concerned with the upcoming Olympics that he may not find a place to move to that is reasonably priced.

The Tenant argued that when this Landlord purchased the building he would not agree to a longer tenancy and would only agree to a four month fixed term.

Analysis

The evidence before me supports the testimony that both parties entered into a written fixed term tenancy which is set to expire on December 31, 2009, whereby both parties agreed and initialled beside the section which states “the tenancy ends and the tenant must move out of the residential unit. If you choose this option, both the landlord and tenant must initial the boxes to the right.”

In accordance with section 55(2)(d) of the *Residential Tenancy Act*, the Landlord may request an Order of Possession if the landlord and tenant had agreed, in writing that the tenancy would end. Based on the aforementioned, I hereby approve the Landlord’s request for an Order of Possession.

Conclusion

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **December 31, 2009 at 1:00 p.m.** This order must be served on the Respondent Tenant and may be filed in the Supreme Court and 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: December 22, 2009.

Dispute Resolution Officer