



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, OPT, CNR, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

The Landlord is requesting to end the tenancy, receive an order of possession, and for monetary orders for unpaid rent and to recover the filing fee for the Application.

The Tenants are requesting orders to cancel a Notice to End Tenancy for unpaid rent, to obtain an order of possession for the rental unit and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and 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.

During the course of the hearing both parties attempted to add monetary claims to their Applications. I denied these requests and instructed the parties that they must file a different Application for Dispute Resolution for these alleged claims.

### Issues(s) to be Decided

Is the Landlord entitled to an order of possession and monetary relief?

Is the Notice to End Tenancy valid?

Are the Tenants entitled to an order of possession?

### Background and Evidence

This tenancy began on July 15, 2009, with the parties signing a fixed term tenancy agreement.

According to the evidence of the Agent for the Landlord the Tenants were repeatedly late paying rent. The Tenant who appeared at the hearing admitted to this.

On February 23, 2010, the Agent for the Landlord served the Tenants with a one month Notice to End Tenancy for repeated late payment of rent. The Tenants were also served, at different times, two 10 day Notices to End Tenancy for unpaid rent.

In February of 2010 the parties discussed the Notices to End the tenancy and how they could end the tenancy. On March 1, 2010, both of the Tenants and the Agent for the Landlord signed an addendum to the tenancy agreement which set out that the tenancy would end on May 31, 2010. The addendum includes the phrase, among other terms, that, "This rental agreement is now a 3 month fixed term lease starting on March 1, 2010 and ending on May 31, 2010, at which time the tenants will move out."

The Tenants did not move out on May 31, 2010. The appearing Tenant testified they vacated the rental unit on or about June 19, 2010. The Tenants did not pay their rent for May or for June of 2010.

The Tenants did not vacate the rental unit at the agreed upon time because they claim they were informed they were entitled to a two month Notice to End Tenancy for the Landlord's use of the property and one month of free rent. They also claim they had a verbal agreement with one of the Agents for the Landlord that the Agents would help the Tenants find a different rental unit.

### Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find that the Tenants have breached the Act and the tenancy agreement.

The addendum document the parties signed was clear in that the tenancy was a fixed term tenancy and the Tenants had to vacate on May 31, 2010. The Tenants signed this and agreed to this. Under section 44(1)(b) of the Act, this was sufficient to end the tenancy and no further notice to the Tenants was required. The Tenants were informed of this by the Landlord's Agents. Furthermore, the Landlord had made it very clear to the Tenants on two occasions that the tenancy would not be extended.

Although the Tenants claim they have vacated the property, in order to make this decision abundantly clear to them I am granting the Landlord an immediate order of possession. The Tenants must remove all their personal property immediately from the rental unit.

I am also granting the Landlord a monetary order for two months of rent for May and June of 2010, as well as the filing fee for the Application.

I dismiss the Tenants' Application for Dispute Resolution without leave to reapply, as I find their Application was without merit.

Having made the above findings, there is no need for me to address the other issues in this Decision.

I find that the Landlord has established a total monetary claim of **\$1,850.00** comprised of \$1,800.00 for two months of rent and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord may retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,400.00**. This order may be filed in the Provincial Court (Small Claims) 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: June 23, 2010.

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Dispute Resolution Officer