

DECISION

Dispute Codes

FF, O

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to clarify a term of the tenancy agreement and a Monetary Order to recover the filing fee.

The tenant served the landlord in person on April 20, 2010 with a copy of the Application and Notice of Hearing. The landlords' agent confirmed receipt of the hearing documents and I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

The parties advised me there was an error in the landlords address. This has been amended.

Issues(s) to be Decided

- Is this a fixed term tenancy and can it be extended at the end of the fixed term?

Background and Evidence

This tenancy started on August 01, 2009. This is a fixed term tenancy for one year and is due to expire on July 31, 2010. Rent for this unit is \$2,200.00 per month and due on the first of each month. The tenants paid a security deposit of \$1,100.00 and a pet damage deposit of \$1,100.00 on July 06, 2009.

The tenants seek confirmation of what type of tenancy they have and if the landlord is entitled to end the tenancy at the end of the fixed term. The tenants seek clarification of the tenancy agreement in which they state the terms are misleading with an arrow pointing at a different

section. The tenants state that they had a verbal agreement with the landlord that the tenancy would continue after the end of the fixed term.

The landlord has provided a copy of a letter sent to the tenants dated April 30, 2010. This letter gives the tenants notice that the tenancy will end at the end of the fixed term and gives the tenants three months to vacate the rental unit. This letter also states the tenants may end the tenancy early if they find alternative accommodation without penalty from the landlord.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both Parties. I have reviewed the tenancy agreement in question and find that it specifies that it is a fixed term tenancy for one year and ends on July 31, 2010. At the end of the fixed term the option to move to a month to month tenancy has been crossed out and all parties have initialed this change. The tenants argue that they understood the agreement would revert to a month to month agreement at the end of the fixed term. However, the tenants have initialled this change to the tenancy agreement when this section was crossed out.

The tenants argue that an arrow has been inserted at the section that states at the end of the fixed length of time it may revert to another fixed length of time or... The next box has been ticked that states the tenancy ends and the tenants must move out of the residential unit. If you choose this option, both the landlord and tenant must initial in the boxes. Both boxes here have been initialled by the Parties. Therefore, I find the tenants have agreed to this option that they will move out at the end of the fixed term.

I find the terms in this tenancy agreement clearly show that this is a fixed term tenancy and the tenants must vacate the rental unit on July 31, 2010. The tenants argue that the terms are misleading as they had a verbal agreement with the landlord to extend the tenancy beyond the fixed term. By their nature, disputed verbal terms are not clear and are often impossible for a third party to interpret. I am not prepared to find the verbal agreement to extend the tenancy beyond the fixed term date of July 31, 2010 to be an enforceable term in the tenancy agreement between the two Parties, particularly when other remaining tenancy terms are documented in writing in the agreement and the tenants have signed and initialled this agreement.

Consequently I find the tenants must vacate the rental unit on or before July 31, 2010. If they choose to end the tenancy early the landlord has agreed that they can sign a Mutual Agreement to end the tenancy and will not face any penalties from the landlord.

As the tenants have been unsuccessful with their application they are not entitled to recover the \$50.00 filing fee from the landlord.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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 08, 2010.

Dispute Resolution Officer