



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: O; FF

Introduction

This is the Landlord's application for an Order of Possession and to recover the cost of the filing fee from the Tenants.

Both parties appeared and gave affirmed testimony.

It was established that the Landlord served the Tenants with the Notice of Hearing documents by registered mail on September 10, 2011, and with copies of her documentary evidence on September 13, 2011, by registered mail.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

The parties agreed on the following facts:

- On July 17, 2011, the parties entered into a fixed term tenancy agreement, effective August 1, 2011 to September 30, 2011.

The Landlord gave the following testimony:

The Landlord's realtor told the Landlord that the Tenants may be late moving out of the rental unit. The Landlord stated that the property was sold, due to complete on October 1, 2011. The Landlord requested an Order of Possession for September 30, 2011.

The Tenants gave the following testimony:

The Tenants stated that they had lived in the rental unit for two years and were coerced into signing the two month fixed term agreement. They stated that the Landlord told them they could extend the lease and stay in the house if it did not sell. The Tenants stated that the Landlord gave them verbal notice on September 1, 2011, that she would be doing renovations. The Tenants believe they are entitled to one month's compensation.

The Landlord gave the following reply:

The Landlord stated that they had agreed that if there would be an extension, it would be done before September 1, 2011.

Analysis

Section 44 of the Act defines how tenancies end, including: the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy. In this case, the parties signed a fixed term tenancy agreement indicating the end of the tenancy date is September 30, 2011. There is no requirement for a Notice to End Tenancy to be issued, and no subsequent provision for compensation.

Section 55 (2)(c) of the Act states:

55 (2) A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

(c) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit at the end of the fixed term;

Pursuant to the provisions of Section 55(2)(c) of the Act, I hereby provide the Landlord with an Order of Possession effective 1:00 p.m., September 30, 2011.

I order that the Landlord bear the cost of filing the application.

Conclusion

I hereby grant the Landlord an Order of Possession **effective 1:00 p.m., September 30, 2011**. This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia 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: September 26, 2011.

Residential Tenancy Branch