



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for an Order of Possession because the tenant breached an agreement with the landlord; and to recover the filing fee from the tenant for the cost of this application.

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 June 05, 2012. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agent appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Has the tenant breached an agreement with the landlord and if so is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord's agent testifies that this tenancy started on May 15, 2009. This tenancy started as a fixed term tenancy which expired on May 31, 2010 with the option of reverting to a month to month tenancy. The landlord's agent and the tenant signed an amendment to the agreement dated November 28, 2011. This amendment states: "this agreement of both parties to amend the original rental agreement by extending the terms of the rental agreement to May 31, 2012 at which time the tenant must move out of the residential premises".

The landlord's agent testifies that the tenant refused to move from the rental unit on May 31, 2012 and is therefore in breach of this tenancy agreement. The landlord seeks an Order of Possession to take effect as soon as possible and seeks to recover the \$50.00 filing fee from the tenant.

Analysis

I refer the parties to section 55(2)(c) of the Residential Tenancy Act (Act) which stipulates that a landlord may request an Order of Possession of a rental unit by making an application for Dispute Resolution if the tenancy is a fixed term tenancy that provides that a tenant will vacate the rental unit at the end of the fixed term.

After reviewing the documentary evidence and in particular the tenancy agreement and the signed amendment to the tenancy agreement, I find that the landlord has met the requirements of section 55(2)(c) of the Act as the amendment of the tenancy agreement indicates that the tenancy will end on May 31, 2012 at which time the tenant must move out of the residential premises.

Consequently I uphold the landlord's application for an Order of Possession.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days** after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

As the landlord has been successful with their application I find the landlord is entitled to recover the filing fee for this proceeding from the tenant and a Monetary Order has been issued to the landlord for the sum of **\$50.00** pursuant to section 72(1) of the Act.

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 28, 2012.

Residential Tenancy Branch