



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on August 3, 2012. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Tenant in attendance.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

The Tenants moved into the rental unit in November, 2005 and this tenancy started on January 1, 2012 as a fixed term tenancy with an expiry date of August 28, 2012. Rent is \$1,600.00 per month payable in advance of the 1st day of each month. The Tenant said he paid a security deposit of \$650.00 in November, 2005 and the Landlord said he had a receipt for a security deposit paid by the Tenant in November, 2005 in the amount of \$350.00.

The Landlord said he made the application because this is a fixed term tenancy agreement stating that the tenancy ends on August 28, 2012 and the Tenants have to move out if the tenancy agreement is not renewed. The Landlord said he is not renewing the tenancy agreement and he requested an Order of Possession for August 28, 2012. The Landlord continued to say that he told the Tenant verbally and in a letter given to the Tenants in mid August, 2012 that the tenancy was not going to be renewed and they must move out on August 28, 2012. The Landlord said the Tenants have not moved out and he requests an Order of Possession because the tenancy has ended.

The Tenant agreed that the tenancy agreement say the tenancy ends on August 28, 2012 and that the Landlord did give him a letter in August, 2012 that said the tenancy would not be renewed and the Tenants would have to move out by August 28, 2012. The Tenant continued to say the Landlord had also said that they could stay in the rental unit as long as they wanted to. On questioning the Tenant he had no evidence to corroborate this testimony.

Analysis

Section 44 (1) (b) say that a tenancy can end if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the dated specified as the end of the tenancy.

Section 4 of the tenancy agreement states that the tenancy ends on August 28, 2012 and the Tenants must move out on or before August 28, 2012 by noon unless a new lease is made. The Landlord has not renewed the tenancy therefore; I find the tenancy has ended as of noon August 28, 2012 and I award the Landlord with an Order of Possession with and effective date of August 28, 2012. It should be noted that the Tenants had both verbal and written notice that the tenancy would not be renewed therefore they were fully aware that the tenancy was ending on August 28, 2012.

I also find that as the Landlord was successful in this matter he is entitled to recover the filing fee of \$50.00 for this proceeding from the Tenant. I order the Landlord to retain \$50.00 from the Tenant's security deposit as full payment of the filing fee for this proceeding.

Conclusion

An Order of Possession effective August 28, 2012 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia.

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*.

Residential Tenancy Branch