



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PLEASANTVALE HOMES SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

OPB, MNR, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said they served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on February 1, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on September 1, 2012 as a 6 month fixed term tenancy with an expiry date of February 28, 2013. Rent is \$465.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$212.50 on September 1, 2012.

The Landlord said that the Tenant paid the February, 2013 rent so unpaid rent is not an issue in the application. The Landlord continued to say the tenancy agreement ends on February 28, 2013 and the Landlord and Tenant both initialled the clause in the tenancy agreement that stated the Tenant would move out of the rental unit on the expiry date of the tenancy agreement or on February 28, 2013. The Landlord said they wrote the Tenant on January 21, 2013 that the tenancy would not be continued.

The Tenant said she thought that the tenancy could continue on a month to month basis after the expiry date and the Tenant said she does not want to move out of the rental unit. The Tenant said she had some health issues and as a result it was difficult for her to understand everything that was going on. The Tenant said that she did not have the tenancy agreement in front of her and requested the Arbitrator to read the clause in the tenancy agreement on the length of tenancy. I read the full section on the length of tenancy in the tenancy agreement to the Tenant. The clause was initialled by both the Landlord and the Tenant and the clause said the Tenant would move out of the rental unit at the end of the tenancy or on February 28, 2013. The Tenant said she did not understand it that way. The Tenant said she thought she could continue the tenancy on a month to month basis. The Tenant did not provide any evidence beyond her testimony that the tenancy could continue on a month to month basis.

The Landlord said they do not want to continue the tenancy after the expiry date of February 28, 2013 and the Landlord requested an Order of Possession for February 28, 2013.

The Landlord also sought to recover the \$50.00 filing fee for this proceeding.

### Analysis

**Section 44** of the Acts says a tenancy can be ended if the following applies:

(b) 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 situation the tenancy agreement clearly states the tenancy ends on February 28, 2013 and the Tenant and the Landlord both initialled that they agreed to the end of the tenancy on February 28, 2013 and that the Tenant would move out of the rental unit on that day. Consequently I find the Landlord has established grounds to be granted an Order of Possession with an effective vacancy date of 1:00 p.m. February 28, 2013.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep \$50.00 of the Tenant's security deposit to cover the cost of this proceeding.

Conclusion

An Order of Possession effective 1:00 p.m. February 28, 2013 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*.

Dated: February 25, 2013

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Residential Tenancy Branch

