



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KENSON REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPB, O

### Introduction

This hearing dealt with a landlord's application for an Order of Possession based upon an agreement with the tenant. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

On March 3, 2012 the parties executed a written tenancy agreement. The written agreement provides that the tenancy would commence April 1, 2012 and continue for a fixed term set to expire March 31, 2013. The written agreement provides that at the end of the fixed term the tenant must vacate the rental unit.

In January 2013 the landlord sent an email to the tenant informing him that the tenancy was going to end March 31, 2013 and would be not be renewed. The tenant requested an extension of three months via email. The owner of the property has rejected the tenant's request for extension.

The tenant submitted that at the time of signing the written tenancy agreement the tenant noticed the agreement indicated the tenancy would end March 31, 2013 but the landlord responded, verbally, that the tenancy would be renewed.

The tenant pointed out that at no point did he indicate he would refuse to vacate as indicated in the landlord's details of dispute.

The tenant raised a concern about unauthorized entry into his unit by the owner or landlord. The landlord indicated that he is very aware of his obligations under the Act with respect to giving the tenant 24 hour written notice and would ensure the owner is aware of the requirements of the Act as well.

### Analysis

Section 55(2) of the Act provides that a landlord may request an Order of Possession where:

(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;

Upon review of the tenancy agreement provided to me, I am satisfied the parties entered into a fixed term tenancy and agreed that the tenant would vacate the rental unit at the end of the fixed term.

As the tenant was informed during the hearing, where the language of a written contract is clear and unambiguous, then no extrinsic parol (usually oral) evidence may be admitted to alter, vary or interpret in any way the written words. Further, it is upon the party entering the contract to read and understand the terms they are agreeing to be bound by.

In light of the above, I find the landlord entitled to an Order of Possession under section 55(2) of the Act. I provide the landlord with an Order of Possession effective March 31, 2013 at 1:00 p.m. to serve upon the tenant and enforce if necessary.

During the remainder of the tenancy the landlord must ensure that the landlord and/or the owner of the property complies with section 29 of the Act in order to enter the rental unit.

### Conclusion

Pursuant to the fixed term tenancy agreement, the tenancy ends March 31, 2013. The landlord has been provided an Order of Possession to that effect.

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 19, 2013

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Residential Tenancy Branch

