



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession due to an alleged breach by the tenant of an agreement with the landlord.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

No party raised any issue regarding service of the evidence or application.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit?

Background and Evidence

The written evidence shows that this tenancy began on June 1, 2012, was for a fixed term ending on January 31, 2013, monthly rent is \$675.00 and the tenant paid a security deposit of \$337.50 on June 1, 2010.

The evidence also shows that the tenant has resided in another rental unit on this residential property, and has entered into other fixed term agreements with the landlord.

The landlord submitted into evidence a copy of the tenancy agreement, which stated that that tenant must move out at the end of the fixed term on January 31, 2013, and it further stated that the tenancy would not continue thereafter on a month to month basis.

The landlord said they sent the tenant a letter, dated December 6, 2012, informing the tenant that the current “lease” would not be renewed, with a reminder that he should seek alternative accommodation. The landlord supplied a copy of the letter.

The landlord said that the tenant failed to vacate on January 31, 2013, and rent was paid in February 2013, with a receipt being issued showing that payment was on a “for use and occupation only” basis.

As of the date of the hearing, the tenant had not vacated the rental unit.

In response, the tenant said that he had entered into a series of fixed term agreements with the landlord, and was of the understanding that a new tenancy agreement would be signed at the expiration of the current agreement, just as had been the case for nearly three years.

The tenant submitted that he found a new accommodation, but when the landlord would not return the rent payment he received from social assistance for February, he was unable to secure the new rental unit.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Section 44 (1) (b) of the Residential Tenancy Act states that a tenancy ends if the tenancy agreement is a fixed term tenancy agreement stipulating that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

I find that to be the case here and I therefore find that the tenant was required to vacate the rental unit at the end of the fixed term on January 31, 2013.

I find that the landlord is entitled to and I therefore grant an order of possession for the rental unit effective at 1:00 p.m. on March 12, 2013, as was the landlord's request, giving the tenant a week to vacate.

This final, legally binding order of possession is enclosed with the landlord's Decision.

Should the tenant fail to vacate the rental unit pursuant to the terms of the order, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

Conclusion

The landlord is granted an order of possession for the rental unit, effective at 1:00, March 12, 2013.

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* and is being mailed to both the applicant and the respondent.

Dated: March 05, 2013

Residential Tenancy Branch

