



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB MNDC FF O

### Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to obtain an order of possession due to the tenant breaching an agreement with the landlord, for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to recover the filing fee and "other" although details of "other" are not legible in the landlord's application.

The landlord and the tenant attended the hearing. During the hearing the parties were given the opportunity to provide their evidence orally. A summary of their testimony is provided below and includes only that which is relevant to the hearing.

Both parties confirmed that they received evidence from the other party and had the opportunity to review that evidence prior to the hearing. I find the parties were served in accordance with the Act.

### Issues to be Decided

- Is the landlord entitled to an order of possession under the Act?
- Is the landlord entitled to money owed or compensation for damage or loss under the Act?

### Preliminary and Procedural Matters

The landlord's application details are not legible. As a result, I dismiss the landlord's application for "other" without leave to reapply.

### Background and Evidence

A copy of a fixed term tenancy agreement was submitted in evidence. The parties agree the tenancy began on May 1, 2013 and the parties agree the fixed term tenancy end date is August 31, 2013. Monthly rent in the amount of \$900.00 is due on the first day of each month. A security deposit of \$450.00 was paid by the tenant at the start of the tenancy.

Both parties agreed to have to written their initial next to the term of the fixed term tenancy agreement which reads, "D. At the end of this time the tenancy is ended and the tenant must vacate the rental unit. IF YOU CHOOSE D BOTH THE LANDLORD AND TENANT MUST INITIAL HERE".

The landlord testified that he is seeking an order of possession effective August 31, 2013 in accordance with the terms of the fixed term tenancy agreement. The landlord testified that he is seeking \$50.00 as compensation for a new tenant to move into the rental unit to use towards moving expenses, plus the recovery of the filing fee to file his application.

The tenant testified that she made a verbal agreement with the landlord that she could sign a new tenancy agreement at the end of the fixed term and remain in the rental unit. The landlord denied making a verbal agreement with the tenant and stated that both the landlord and the tenant agreed at the start of the tenancy that the tenancy would end on August 31, 2013. The tenant stated that she would have never moved into the rental unit if she knew the tenancy was only four months long but is willing to move due to the landlord "harassing" her.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

**Order of possession** – The tenant has claimed that the landlord agreed to permit the tenant to extend the tenancy by signing a new tenancy agreement at the end of the fixed term tenancy. The landlord disputes the tenant's testimony by stating that he did not verbally agree to extend the fixed term tenancy, and referred to the written tenancy agreement where both parties initialed next to the term which clearly indicates that the fixed term tenancy ends on August 31, 2013 and that the tenant agrees to vacate the rental unit.

Where there is a dispute regarding a tenancy agreement or a term of a tenancy agreement made verbally, the written tenancy agreement stands. Therefore, I find that this tenancy was a fixed term tenancy where both parties agreed at the start of the tenancy in writing that the fixed term would end on August 31, 2013 and that the tenant would vacate the rental unit. This is supported by the landlord and the tenant placing their initials next to that term on the written tenancy agreement.

Therefore, **I grant** the landlord an order of possession **effective August 31, 2013 at 1:00 p.m.** This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

**Request for \$50.00 compensation for new tenant** – There is no remedy under the *Act* for compensation for a new tenant and their moving expenses. Therefore, **I dismiss** the landlord's request for \$50.00 in compensation for the new tenant's moving expenses without leave to reapply.

**Filing fee** - As the landlord's application had merit, **I grant** the landlord the recovery of the filing fee in the amount of **\$50.00**. **I authorize** the landlord to retain \$50.00 from the tenant's \$450.00 security deposit in full satisfaction of the filing fee, which I find leaves the tenant's security deposit balance in the amount of \$400.00.

### Conclusion

I grant the landlord an order of possession effective August 31, 2013 at 1:00 p.m. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

I dismiss the landlord's request for \$50.00 compensation for the new tenant's moving expenses.

I authorize the landlord to retain \$50.00 from the tenant's \$450.00 security deposit as compensation for the recovery of the landlord's filing fee. I find the tenant's security deposit balance is \$400.00.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: August 16, 2013

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Residential Tenancy Branch

