



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REDROOF MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: O, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for “other” and for the recovery of the filing fee.

The landlord testified that she served the notice of hearing and a copy of her application on the tenant in person on July 09, 2013. Despite having been served the notice of hearing the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

During the hearing, the landlord requested an order of possession. She stated that by applying for “other” she understood that her application included an order of possession which was the main purpose of her application.

Issues to be decided

Did the parties enter into a fixed term tenancy that required the tenant to move out at the end of the fixed term?

Background and Evidence

The tenancy started on September 11, 2012, for a fixed term of one month. A copy of the tenancy agreement was filed into evidence. On that agreement the tenant initialled the term that states that on September 10, 2013, the tenancy ends and the tenant must move out of the residential unit.

On July 04, 2013, the landlord sent the tenant a letter to remind her that the tenancy would end on September 10, 2013 and that the lease would not be renewed. The landlord testified that the tenant became argumentative and rude towards the landlord and her staff and informed them that she would not be moving out.

However, the landlord also testified that since then, the tenant has indicated that she has bought a residential unit and appears to be making arrangements to move out.

Analysis

Section 44 (1) (b) of the *Residential Tenancy Act* states that a tenancy ends if 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.

Based on the signed tenancy agreement, I find that the tenancy was a fixed term tenancy which ends on September 10, 2013. I further find that the tenant must move out on or before this date.

Therefore the landlord is entitled to an order of possession. Pursuant to section 55(2); I am issuing a formal order of possession effective on or before 1:00 p.m. on September 10, 2013. The Order may be filed in the Supreme Court for enforcement.

Since the tenancy has not yet ended and the tenant may move out by the end date of the fixed term, the landlord's application for an order of possession is premature and may have been unnecessary. Therefore I find that the landlord must bear the cost of filing this application.

Conclusion

I grant the landlord an order of possession effective on or before **1:00 p.m. on September 10, 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*.

Dated: August 15, 2013

Residential Tenancy Branch

