



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPB, FF

Introduction

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

The landlord's agent (hereafter "landlord") appeared; the tenant did not appear.

The landlord submitted evidence that they served the tenant with their Application for Dispute Resolution package and Notice of Hearing by registered mail on September 9, 2013. The landlord supplied the registered mail receipt and the online recorded signature of the tenant denoting delivery of the registered mail, on September 12, 2013.

I find the tenant was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution 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 landlord provided evidence that this fixed term tenancy began on June 1, 2013, monthly rent is \$975, and the tenant paid a security deposit of \$487.50 at the beginning of the tenancy.

The landlord supplied documentary evidence, which included the tenancy agreement signed by both parties, which shows that the tenancy ended on August 31, 2013, and that the tenant was to vacate the rental unit by that date. There was no provision that the tenancy was to continue on a month to month basis thereafter.

The landlord additionally supplied the addendum to the tenancy agreement, signed separately by the parties, which indicates that the tenant further acknowledged she was to vacate the rental unit by August 31, 2013.

The landlord submitted evidence that they have written to the tenant reminding her of her obligation to vacate the rental unit by the end of the fixed term; however, the tenant has remained in the rental unit, without paying rent.

Analysis

Section 44 of the Act states the ways a tenancy ends, with subsection (1)(b) providing that one way a tenancy ends is when 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. Section 55 (2)(b) of the Act states that a landlord is entitled to an order of possession for the rental unit under these circumstances.

In the case before me, I find the landlord submitted sufficient evidence that the parties agreed that the tenancy would end at the end of the fixed term, in this case, August 31, 2013, and therefore the landlord is entitled to request and receive an order of possession for the rental unit.

I therefore grant the landlord an order of possession for the rental unit effective at 2 days after service upon the tenant and have enclosed it 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. The tenant is advised that costs of such enforcement are subject to recovery from the tenant.

I grant the landlord recovery of the filing fee of \$50.

Conclusion

The landlord's application is granted and they are granted an order of possession for the rental unit, effective 2 days after service upon the tenant.

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: October 16, 2013

Residential Tenancy Branch

