



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, O

Introduction

This hearing dealt with an application by the landlord for an order of possession and for other relief. The landlord clarified that the other relief sought is an order that the tenant permit the landlord to enter the rental unit to perform maintenance.

The teleconference hearing was attended by two representatives of the landlord, the tenant, and the tenant's social worker.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to the other relief sought?

Background and Evidence

The landlord provided a copy of a signed tenancy agreement dated September 6, 2013 which indicates the tenancy was for a fixed term starting September 1, 2013 and ending January 31, 2014. The section of the tenancy agreement titled "4. Length of Tenancy – Fixed Term" reads as follows:

It is understood this tenancy is for a Fixed Term of 5 months.

The tenancy created by this Agreement begins on the 01 day of Sept 2013 and continues for a fixed term ending on 31 day of Jan 2014.

At this time the agreement is terminated and it is understood the tenant(s) has no legal right to occupy the suite beyond this date.

[Landlord name] will consider a renewal of this agreement and notify the resident in writing prior to the expiry date above as to whether they will be offered a new tenancy agreement when the current one expires.”

The tenancy agreement is initialled in the bottom right corner and appears to contain the signature of the tenant and a representative of the landlord on page 8.

The tenant provided a copy of a letter dated December 5, 2013 from the landlord which states the landlord will not be renewing his tenancy at the end of the fixed term.

The tenant agrees he signed the tenancy agreement and initialled page 2 of the tenancy agreement, however he states the landlord failed to provide him with a copy within the 21 days required by Section 13(3) of the Act. The landlord's evidence is that the tenant received a copy of the tenancy agreement on September 6, 2013.

The tenant agrees that he understood at the time he signed the tenancy agreement that his tenancy was a fixed term tenancy and he was required to move out at the end of the fixed term. However, the tenant states his understanding was that he would be told the reason if his tenancy was not renewed. At the hearing, a representative of the landlord clarified the reasons why the tenancy would not be renewed.

The landlord gave evidence that the landlord gave the tenant written notice in January 2014 that a contractor would enter the rental unit to perform maintenance on a certain date. The landlord's evidence is that the tenant refused entry.

The tenant gave evidence that he would like more information about the maintenance that would be performed. The landlord clarified in the hearing that the maintenance is to change a filter and will not involve the use of any chemicals. **The tenant agreed that he will allow the landlord to enter his rental unit for this purpose** once the landlord has provided a new notice pursuant to Section 29.

Analysis

I find the landlord is entitled to an order of possession, based on the agreement by the parties that the tenancy was for a fixed term ending January 31, 2014 and the tenant was required to move out at the end of the fixed term. The parties disagree about whether the tenant was provided with a copy of the tenancy agreement. However, I find the tenancy agreement is effective whether or not the tenant was provided with a copy in accordance with Section 13(3) or at all. I grant the landlord an order of possession

which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

Since the tenant has agreed to permit the landlord entry to his rental unit, I do not need to grant the other relief sought by the landlord and that application is dismissed.

Conclusion

I grant the landlord an order of possession.

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: March 20, 2014

Residential Tenancy Branch

