



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

### **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 April 01, 2014 for a fixed term of 1 month. A copy of the tenancy agreement was filed into evidence. On that agreement the tenant initialled the term that states that on May 01, 2014, the tenancy ends and the tenant must move out of the residential unit. The monthly rent is \$450.00. Prior to moving in the tenant paid a security deposit of \$225.00.

The tenant did not move out on May 01 and therefore the landlord filed this application. The tenant paid rent for the months of May and June 2014 and the landlord issued receipts for use and occupancy only.

During the hearing the landlord agreed to extend the move out date to July 31, 2014.

### **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.

By initialing the term in the tenancy agreement regarding the end of tenancy, the tenant agreed that the tenancy was a fixed term tenancy that would end on the last day of the fixed term and that the tenant was required to move out on that day. Based on the signed tenancy agreement and the testimony of both parties, I find that the tenancy was a fixed term tenancy which ended on May 01, 2014.

Therefore the tenant should have moved out on this date and the landlord is entitled to an order of possession. The landlord agreed to allow the tenant to occupy the unit until July 31, 2014. Pursuant to section 55(2); I am issuing a formal order of possession effective on or before 1:00 p.m. on July 31, 2014. The Order may be filed in the Supreme Court for enforcement.

The landlord has proven her case and is therefore entitled to the recovery of the filing fee. The landlord may retain \$50.00 from the security deposit.

### **Conclusion**

I grant the landlord an order of possession effective **July 31, 2014**. The landlord may retain \$50.00 from the security deposit.

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: June 18, 2014

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Residential Tenancy Branch

