



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MacGregor Realty & Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O, MNDC, MNSD, MNR

Introduction

This was an for an Order for possession pursuant to the tenancy agreement and section 44(1)(b) of the Act. The applicant abandoned all other monetary claims except for the filing fee at the hearing. Both parties were represented at the hearing.

Issue(s) to be Decided

Is the applicant entitled to an Order for Possession?

Background and Evidence

The applicant's agent DM testified that he hand delivered the Dispute Resolution package to the respondent on May 30, 2014. DM testified that the tenancy agreement commenced on June 8, 2012 with rent currently amounting to \$ 1,000.00 per month. The respondent paid a security deposit of \$ 475.00 on May 31, 2012. The original tenancy agreement was a fixed term requiring the respondent to vacate at the end on May 31, 2013. The applicant granted the respondent a series of written extensions each one requiring the respondent to vacate at the end. The last extension was dated February 6, 2014 which required the respondent to vacate on May 31, 2014. The respondent failed to vacate but continued to pay rent through the month of July 2014. DB testified and provided written evidence that on each occasion receipts were issued *"for use and occupancy only and does not reinstate the tenancy agreement."* The applicant requested an Order for Possession for the middle of the July but also acknowledged that in reality it might be difficult for the respondent to vacate before July 31, 2014.

The respondent testified that he was a good tenant, always paid his rent on time and did not understand why his tenancy was not being renewed or extended. He testified that it

was extremely unfair and would be a hardship upon him to move. He asked the applicant to assist him in finding a new residence.

Analysis

I find that the respondent has been duly served with the Application herein. I find that the tenancy agreement and extensions all form valid tenancy agreements. The last extension dated February 6, 2014 signed by the respondent and applicant required the respondent to vacate on May 31, 2014 when it ended. I find that although the applicant accepted payments from the respondent it did so clearly "for occupancy only" and not rent. Accordingly the applicant is entitled to an Order for possession pursuant to section 44(1)(b) of the Act

44 (1) A tenancy ends only if one or more of the following applies:

(b) 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;

Because the respondent has paid and the applicant has accepted payment for the full month of July, and because it would be a hardship upon the respondent to end the tenancy any earlier, I Order that the tenancy is ended as of July 31, 2014. Perhaps the applicant can use its expertise and assist the respondent in finding new housing.

Conclusion

I have granted the landlord an Order for Possession effective July 31, 2014. This order may be filed in the Supreme Court and enforced as an Order of that Court. I order that the landlord retain the filing fee of \$ 50.00 from the security deposit and that the balance be distributed in accordance with section 38 of the Act. This Decision and all Orders must be served on the respondent as soon as possible. I have dismissed all other claims by the applicant.

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: July 08, 2014

Residential Tenancy Branch

