



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF

Introduction

This hearing was convened to deal with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due to a breach by the tenant of an agreement with the landlord and for recovery of the filing fee paid for this application

The landlord listed above attended the teleconference; the tenant did not attend.

The landlord testified that he served the tenant with his Application for Dispute Resolution package and Notice of Hearing by leaving the documents with the tenant, on January 6, 2015.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his 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 submitted a written tenancy agreement which shows that this particular tenancy began on November 24, 2014, for a fixed term to end on December 31, 2014, with monthly rent of \$450.

The landlord testified that the parties had entered into this fixed term tenancy and that the tenancy agreement signed by both parties on November 23, 2014, shows that the tenancy ended on December 31, 2014, and that the tenants were to vacate the rental unit by that date, as per their initials in the boxes in that provision of the tenancy agreement. There was no provision that the tenancy was to continue on a month to month basis thereafter.

The landlord submitted evidence that the tenant has not yet vacated the rental unit, although the tenant stated he would vacate by the end of January 2015. The landlord stated he was not sure if the tenant would vacate.

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 landlords submitted sufficient evidence that the parties agreed that the tenancy would end at the conclusion of the fixed term, in this case, December 31, 2014, 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 2 days after service upon the tenant and it is enclosed with the landlord's Decision.

Should the tenant fail to vacate the rental unit pursuant to the terms of the order after it has been served on him, 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.

As the landlord has been successful with his application, I grant him recovery of his filing fee of \$50. I grant the landlord a monetary order in the amount of \$50, and it is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement may be recovered from the tenant.

In the alternative, the landlord may deduct \$50 from the tenant's security deposit in satisfaction of his monetary award, and the monetary order becomes null and void.

Conclusion

The landlord's application is successful as I have granted him an order of possession for the rental unit, effective 2 days after service upon the tenants.

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: January 23, 2015

Residential Tenancy Branch

