



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlords on March 23, 2015, for “other” reasons. In the Details of Dispute section of their application the Landlords wrote:

Fixed term tenancy agreement ends on 14th March 2015 and we need order of possession. Detail explanation is on attached page.

The hearing was conducted via teleconference and was attended by the Landlord who provided affirmed testimony. No one attended on behalf of either Tenant.

The Landlord provided documentary evidence that each Tenant was served notice of this application, the hearing documents and evidence, by registered mail on March 23 2015. Canada Post tracking information confirms that Canada Post attempted delivery of each package on March 24, 2014 and that notice cards were left that date to advise the Tenants they could pick up the registered mail. The tracking information also confirms Canada Post gave a second and final notice on April 11, 2015, that the registered mail was available for pick up.

As of April 14, 2015 the Canada Post tracking information confirmed that neither Tenant had picked up the registered mail, it was marked unclaimed and returned to the Landlord. The Landlord testified that he picked up both packages on April 17, 2015, and placed them in the Tenants’ mailbox that same day.

Section 89(2) of the *Act* stipulates the method of service for an application for Dispute Resolution relating only to a request for an Order of Possession and includes methods of service as follows:

- (a) by leaving a copy with the tenant;
- (b) by sending a copy by registered mail to the address at which the tenant resides;
- (c) by leaving a copy at the tenant's residence with an adult who apparently resides with the tenant;

- (d) by attaching a copy to a door or other conspicuous place at the address at which the tenant resides;
- (e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*].

A mailbox in which the Tenants' retrieve their mail is a conspicuous place at the address at which the Tenants reside. Therefore, I conclude that the Landlord has sufficiently served each Tenant with notice of this proceeding twice, once by registered mail and once by leaving the packages in the mailbox, pursuant to sections 89(2)(b) and 89(2)(d) of the *Act*, and I proceeded in the Tenants' absence.

Issue(s) to be Decided

Have the Landlords proven entitlement to an Order of Possession?

Background and Evidence

The Landlords submitted evidence that the Tenants initially entered into a written fixed term tenancy that began on December 1, 2014 and was scheduled to end on February 28, 2014. The Landlords stated that they made a clerical error on the first tenancy agreement as the end date was supposed to read February 28, 2015 and not 2014.

The Landlord testified that the Tenants had told them that they could not find another place by February 28, 2015 so the Landlords agreed to allow the Tenants to stay two more weeks on the condition that the Tenants moved out for sure on March 14, 2015. As a result of the agreement they entered into a second tenancy agreement with the Tenants for the fixed term that began on March 1, 2015 and was scheduled to end on March 14, 2015, at which time the Tenants were required to vacate the rental unit. Rent was payable on the first of each month in the amount of \$550.00 and on December 1, 2014 the Tenants paid \$275.00 as the security deposit which was transferred to the subsequent tenancy agreement.

At the time the Landlords filed their application for Dispute Resolution on March 23, 2015 the Tenants were still occupying the rental unit and were refusing to move out. The Landlord submitted that the Tenants are still there so they now seek an Order of Possession.

Analysis

Section 44(1)(b) of the *Act* stipulates that if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the end date, the tenancy ends on the date specified as the end of the tenancy.

In this case the fixed term tenancy began on March 1, 2015, listed an end date of March 14, 2015, and required the Tenants to vacate the rental property at the end of the tenancy. Accordingly, I find this tenancy ended **March 14, 2015** and the Tenants are now over holding the rental unit.

Section 55(2)(c) of the *Act* stipulates that a landlord may request an order of possession of a rental unit by making an application for dispute resolution if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit at the end of the fixed term.

Based on the above, I find the Landlords provided sufficient evidence to meet the burden of proof and I grant them an Order of Possession.

Conclusion

The Landlords has been granted an Order of Possession effective **Two (2) Days after service upon the Tenants**. In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

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: May 01, 2015

Residential Tenancy Branch

