



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

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### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has set out a claim requesting an Order of possession based on the end of a fixed term tenancy.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Is the landlord entitled to an Order of possession based on the end of a fixed term tenancy agreement?

### Background and Evidence

There was no dispute that the tenancy commenced on December 1, 2013. The tenancy is a fixed term that was to originally end effective September 1, 2014. A copy of the tenancy agreement supplied as evidence included a term requiring the tenant to vacate the property by noon of the "lease ending date." This term was initialed by both parties.

The landlord is holding a \$200 security deposit.

The parties went on to reach agreement on a number of extensions to the end of the tenancy. Each extension of the end of the fixed term was initialed by each party. The final end date was April 30, 2015.

The tenant did not dispute the terms of the tenancy agreement. The tenant has not vacated as he would like another month's time. The tenant has nowhere to move to and has some financial challenges.

The parties agreed that May 2015 rent has been paid.

The landlord said if an Order of possession is issued he would repay any rent paid beyond the date the tenant vacates the unit.

The landlord asked to recover the filing fee cost.

### Analysis

There was no dispute that the tenancy is a fixed term agreement that requires the tenant to vacate on the last day of the term. The parties have agreed to a number of extensions but the force of the term and what happens at the end of the term has not been altered nor has it been in dispute.

Section 44(b) of the Act determines that a tenancy ends when:

*(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*

Therefore, pursuant to section 44(b) of the Act I find that the tenancy ended on the date of the last agreed upon end of the fixed term; April 30, 2015. As the tenancy has ended I find that the landlord is entitled to an Order of possession.

The landlord has been granted an Order of Possession that is effective 2 days after service to the tenant. This Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

As the tenant remains in the rental unit I find that he has over-held since May 1, 2015.

If the Order of possession is enforced during the month of May 2015 I Order the landlord to return to the tenant a per diem sum of rent for each day following the date the tenant vacates, to the end of May 2015. This is to compensate the tenant for any rent paid during a period where he does not occupy the unit and rent had been paid.

As the landlord's application has merit I find, pursuant to section 72 of the Act, that the landlord is entitled to recover the \$50.00 filing fee from the tenant's security deposit. The value of the deposit will now be \$150.00.

### Conclusion

The landlord is entitled to an Order of possession.

The landlord may retain \$50.00 of the security deposit in satisfaction of the filing fee paid.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 13, 2015

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Residential Tenancy Branch

