



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the "Act"), for an order of possession and to recover the cost of the filing fee from the tenants.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The parties entered into a fixed term tenancy which began on May 1, 2015 and was to expire on July 31, 2015. Rent in the amount of \$950.00 was payable on the first of each month. The tenants paid a security deposit of \$475.00.

The landlord testified that the parties entered into a fixed term agreement which requires the tenants to vacate the rental unit on July 31, 2015. The landlord stated that they informed the tenants on June 15, 2015, that they would not be extending the fixed term agreement and that they must move out of the residential unit as required by the tenancy agreement.

The landlord testified that the tenants have since told them they would not be vacating and they have new renters moving in on August 1, 2015.

The tenant testified that they entered into a three month fixed term agreement, which the landlord told them that it might be possible to extend the contract. The tenant stated that they did not sign the agreement on page six and therefore the agreement is unenforceable.

The landlord argued that both tenants have initial each page of the tenancy agreement including page six. The landlord stated that it was simply an oversight that they did not notice the tenants missed signing their names on page six. The landlord stated that the

contract is still valid and further communications with the tenants show they knew their tenancy was ending as they allowed new renters to view the rental unit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the tenants feel the tenancy agreement is not valid as they failed to sign page six of the agreement, I find the tenants' position unreasonable for the following reasons.

Both tenants initial all six pages of the tenancy agreement. Both tenants placed their initial in the box that indicates the tenancy ends and the tenant must move out of the residential unit. The tenant also acknowledged that when entering into the agreement it was a fixed term with a possibility of renewal. I find the tenancy agreement entered into by the parties on April 2, 2015, is legal and binding on the parties. Therefore, I find the tenancy legally ends on July 31, 2015, the date specified in the agreement.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective at **1:00 p.m. on July 31, 2015**. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of **\$50.00** to recover the cost of the filing fee from the tenants. I order that the landlord to retain the above amount from the tenants' security deposit in full satisfaction of the claim.

Conclusion

The landlord is granted an order of possession on the above effective date. The landlord is authorized to retain the amount of \$50.00 from the tenants' security deposit to recover the cost of the filing fee from 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: July 14, 2015

Residential Tenancy Branch

