



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Northern Property Real Estate Investment Trust
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC; OPT; AAT; O

Introduction

This Hearing was scheduled to hear the Tenant's Application for Dispute Resolution seeking to cancel a *One Month Notice to End Tenancy for Cause*; an Order of Possession; an Order that the Tenant or his guests be allowed access to the rental unit; and other Orders.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

It was determined that the Tenant served each of the Respondents with the Notice of Hearing documents and copies of his documentary evidence by registered mail. The Tenant provided copies of the registered mail receipts and tracking numbers in evidence.

The Landlord did not provide any documentary evidence to the Residential Tenancy Branch or to the Tenant.

Preliminary Matters

At the outset of the Hearing, it was determined that the Landlord did not serve the Tenant with a One Month Notice to End Tenancy for Cause under Section 47 of the Act. The Tenant provided a copy of a letter dated July 30, 2015, which he confused with a Notice to End Tenancy under Section 47 of the Act. The letter provides, in part,

"Please be informed that your lease expires on September 30st, 2015.
Unfortunately, NPR will NOT be renewing your lease."

Background and Evidence

The Tenant has not moved out of the rental unit.

The Tenant did not provide a copy of the tenancy agreement in evidence. He stated that he had a copy. The Landlord's agent RV stated that she had a copy too. I confirmed the terms of the lease with both parties and asked RV to fax in a copy for my perusal as soon as possible.

After the Hearing, the Landlord's agent RV faxed a copy of the tenancy agreement to me, which conforms to the oral testimony that the parties gave during the Hearing. This tenancy began on October 1, 2014. Monthly rent is \$695.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$347.50 on September 3, 2014. The tenancy agreement is a fixed term tenancy, expiring October 30, 2015. The Landlord's agent and the Tenant both set their initials beside the clauses in the tenancy agreement where it states:

“4. B. This tenancy created by this Agreement STARTS ON: October 1st 2014 and is for a fixed term ending on: September 30th 2015. RC AL TE

D. At the end of this time the tenancy is ended and the tenant must vacate the rental unit. RC AL TE

IF YOU CHOOSE D, BOTH THE LANDLORD AND THE TENANT MUST INITIAL HERE LANDLORD'S INITIALS RC AL TENANT'S INITIALS TE”

The Tenant stated that the parties had a verbal agreement that the tenancy would continue at the end of the term. The Landlord's agent disputed this.

The Landlord acknowledged that the Tenant paid for use and occupancy of the rental unit for the month of October, 2015.

Both parties gave a new address for delivery of the Decision. The Tenant confirmed the address of the rental unit, which had been left blank on his Application for Dispute Resolution. The Tenant's Application was amended to reflect these changes.

Analysis

The Tenant stated that he and the Landlord had an oral agreement that the tenancy could continue at the end of the fixed term; however, the Landlord disputed this. There is disputed oral testimony, and the documentary evidence supports the Landlord's position. Therefore, I find that the written tenancy agreement is the tenancy agreement and that it was a fixed term tenancy which the parties agreed would end on September 30, 2015.

Based on the oral testimony of both parties, and the documents provided, I find that the tenancy is a fixed term tenancy and that it ended on September 30, 2015. I explained to the parties that the Tenant is overholding, but may have use and occupancy of the rental unit until October 31, 2015.

The tenancy is over and therefore I dismiss the remainder of the Tenant's Application.

Conclusion

The Tenants' Application is dismissed **without leave to re-apply**.

The tenancy ended on September 30, 2015; however, the Tenant has use and occupancy of the rental unit until October 31, 2015.

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: October 29, 2015

Residential Tenancy Branch

