



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB

### Introduction

The Application for Dispute Resolution filed by the landlord seeks an Order for Possession on the basis that the fixed term tenancy has ended and the tenant is to vacate the rental unit as provided in the tenancy agreement.

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the tenants by mailing by registered mail to where the tenants reside on December 2, 2015. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the landlord is entitled to an Order for Possession?

### Background and Evidence

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on November 1, 2014, end on August 31, 2015 and the tenants had to vacate at that time. The rent is \$825 per month payable on the first day of each month. The tenants paid a security deposit of \$412.50 at the start of the tenancy. At the request of the tenants the landlord extended the tenancy two months until October 31, 2015 and for one month until November 30, 2015. At all material times the landlord made it clear that the tenancy was not to be reinstated and the tenants would have to leave at the end of the extension. Any payments made by the tenant was accepted by the landlord for "use and occupation only."

The tenant(s) have remained in the rental unit. They failed to pay any rent for January 2016.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The fixed term tenancy provided the tenants would have to vacate at the end of the fixed term. The landlord granted two extensions at the request of the tenants but was clear they were not reinstating the tenancy and that the tenants would have to leave at the end of the extension. The rent for December was accepted "for use and occupation only." The tenants failed to pay the rent for January 2016. Accordingly, I granted the landlord an Order for Possession on 2 days notice..

The tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 22, 2016

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Residential Tenancy Branch

