



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Did the parties enter into a fixed term tenancy that required the tenant to move out at the end of the fixed term?

Background and Evidence

The tenancy started on July 15, 2015 for a fixed term of 6 months. A copy of the tenancy agreement was filed into evidence. On that agreement the tenant initialled the term that states that on January 14, 2016, the tenancy ends and the tenant must move out of the residential unit. The monthly rent is \$1,400.00. Prior to moving in the tenant paid a security deposit of \$700.00.

The tenant did not move out on January 14, 2016. In addition the tenant did not pay rent on January 15, 2016. The tenant instructed the landlord to hold the security deposit as rent and informed the landlord that he would move out on February 02, 2016.

During the hearing the landlord agreed to extend the move out date to February 02, 2016 and the tenant agreed to pay rent in the amount of \$825.00 which is the pro-rated rent for the remainder of the tenancy. The landlord requested an order of possession to be used, in the event that the tenant does not move out.

Analysis

Section 44 (1) (b) of the *Residential Tenancy Act* states that a tenancy ends if 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.

By initialing the term in the tenancy agreement regarding the end of tenancy, the tenant agreed that the tenancy was a fixed term tenancy that would end on the last day of the fixed term and that the tenant was required to move out on that day. Based on the signed tenancy agreement and the testimony of both parties, I find that the tenancy was a fixed term tenancy which ended on January 14, 2016.

Therefore the tenant should have moved out on this date and the landlord is entitled to an order of possession. The landlord agreed to allow the tenant to occupy the unit until February 02, 2016. Pursuant to section 55(2); I am issuing a formal order of possession effective two days after service on the tenant. . The Order may be filed in the Supreme Court for enforcement.

The landlord has proven his case and is therefore entitled to the recovery of the filing fee. The landlord may retain \$50.00 from the security deposit.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. The landlord may retain \$50.00 from the security deposit.

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 20, 2016

Residential Tenancy Branch

