



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GOLDEN MARINE INC
and [tenant name suppressed to protect privacy]

DECISION

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Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Landlord on November 18, 2015. The Landlord filed seeking an order of possession based on the end of a fixed term tenancy agreement which required the Tenant to vacate the rental unit.

The hearing was conducted via teleconference and was attended by the Landlord. The Landlord submitted written statements which state the Tenant was personally served notice of the Landlord's application for Dispute Resolution, Notice of hearing documents and evidence on November 19, 2015 in the presence of a witness.

Two packages of evidence were received at the Residential Tenancy Branch (RTB) from the Landlord. On November 19, 2015 the Landlord submitted 8 pages of evidence to the RTB which included the tenancy agreement and addendum. On January 8, 2016 the Landlord submitted two proof of service documents which indicate the Tenant was personally served with copies of the Landlord's application for Dispute Resolution, the Notice of hearing documents, and the tenancy agreement on November 19, 2015 in the presence of a witness.

Based on the affirmed submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding in accordance with section 89(1) of the *Act*. I proceeded to hear the undisputed evidence of the Landlord in absence of the Tenant.

Issue(s) to be Decided

Has the Landlord met the burden of prove to be granted an Order of Possession?

Background and Evidence

The Landlord submitted a copy of the tenancy agreement which indicates the Tenant entered into a fixed term tenancy that began on October 1, 2015 and was set to end on December 31, 2015 at which time the Tenant was required to vacate the rental unit. A \$350.00 security deposit was carried forward from the previous tenancy agreement dated October 17, 2014.

The Landlord testified the Tenant began occupying the rental unit as of November 1, 2014 on the initial fixed term tenancy agreement. The subsequent tenancy agreement required the Tenant to vacate the property as of December 31, 2015.

The Tenant remained in the rental unit past the end date of the tenancy. The Landlord stated that the Tenant has primarily moved out leaving a few possessions inside the unit and has not returned the keys. The Landlord now seeks possession of the rental unit based on the above mentioned tenancy agreement.

Analysis

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find as follows:

Section 55(2)(c) of the *Act* stipulates that a landlord may request an order of possession of a rental unit by making an application for dispute resolution if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit at the end of the fixed term.

I accept the undisputed evidence that the tenancy agreement required the Tenant to vacate the rental unit as of December 31, 2015, which was the end of the fixed term.

Accordingly, I find the Landlord submitted sufficient evidence to prove their application. The Tenant has primarily moved out; therefore, I grant an Order of Possession effective **February 16, 2016** upon service. In the event that the Tenant does not comply with this Order it may be filed with the Supreme Court and enforced as an Order of that Court.

Conclusion

The Landlord was successful with their application and was granted an Order of Possession.

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: February 16, 2016

Residential Tenancy Branch

