



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Codes: OPB

### Introduction:

This was an application by the landlord for an Order for Possession, pursuant to a fixed term tenancy. Only the landlord and her agent attended the conference call hearing of an application.

### Issues:

Is the landlord entitled to an Order for Possession?

### Service of Documents:

The landlord's agent JG testified that he served the dispute resolution package by handing it to the tenant on January 20, and the amended Application on February 6, 2016. Based on the evidence of the landlord and her agent I find that the application for Dispute Resolution was served on February 6, 2016.

### Background and Evidence:

The landlord's agent testified that the tenancy began on January 4, 2016 with rent in the amount of \$ 570.00 due in advance on the fourth day of each month. In the tenancy agreement, the tenancy was specified to be for two months ending on March 4, 2016. The landlord and tenant had initialled the boxes on the written agreement requiring the tenant to move out at the end of the tenancy. However the box for month to month tenancy was also checked and then crossed off. JG testified that he checked this box in error and then crossed it out.

JG testified that the tenant had advised him on numerous occasions that he was not moving out. The landlord asked for an Order for Possession.

Analysis:

I accept JG's evidence that the written tenancy agreement's intent was to be for a two month fixed term requiring the tenant to move out at the end of the tenancy as confirmed by the written agreement. Although the "month to month" clause would be inconsistent with that, I accept JG's evidence that he checked this off in error as indicated by crossing it out on the face of the agreement. I also accept JG's evidence that the tenant refuses to move out. Accordingly I find that the landlord is entitled to an Order for Possession.

Conclusion:

I have granted the landlord an Order for Possession effective at 1:00 PM on March 4<sup>th</sup> 2016. This order may be filed in the Supreme Court and enforced as an Order of that Court. This Decision and Order must be served on the tenant as soon as possible. There will not be any order as to the recovery of the filing fee.

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: March 01, 2016

---

Residential Tenancy Branch