



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OP FF

Introduction:

Both parties attended and the landlord stated the Application for Dispute Resolution was served by registered mail; the tenant agreed she received it. I find that the tenant was legally served with the documents according to section 89 of the Act. The landlord requests pursuant to the *Residential Tenancy Act* an Order of Possession pursuant to sections 44, 45 and 55 as a fixed term lease and a mutual agreement to end tenancy had both expired and an order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Is the landlord entitled to an Order of Possession and to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced February 11, 2016, a security deposit of \$225 was paid and rent is currently \$450 a month. The landlord provided evidence of a fixed term lease expiring March 1, 2016 which provided the tenant must vacate at the end of the fixed term; she initialled the box indicating this on the lease. The landlord said that she was not ready to vacate in March so they offered her another month and she signed a Mutual Agreement to End Tenancy on April 1, 2016 but still has not moved. The landlord said they are willing to accept an Order of Possession effective June 19, 2016 and to refund any excess June rent provided she vacates and returns her keys on June 19, 2016.

The tenant said the landlord's evidence was correct but she did not understand her rights. She paid her rent and did not know why she had to move. She said she thought she was silly to sign the Mutual Agreement to End Tenancy because she thought she had no option but to move.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

Section 44 of the Act sets out various ways a tenancy ends. Section 44(b) states that one way is if it is a fixed term tenancy that provides the tenant will vacate the unit on the date specified as the end of the tenancy. I find the tenant signed a fixed term tenancy agreement that specified she would vacate on March 1, 2016 and she initialled the box that said she must move out of the unit at the end of the fixed term. I find she did not vacate in compliance with her agreement and the landlord provided her with a way to gain an extension so she signed a Mutual Agreement to End Tenancy on April 1, 2016 but did not vacate. Section 44(c) of the Act provides that another valid way to end the tenancy is by mutual agreement. I find the tenancy legally ended on April 1, 2016 and the landlord is entitled to an Order of Possession effective June 19, 2016 as agreed. The landlord offered to refund any of the excess in rent collected for June after the tenant vacates peacefully and returns her keys.

Although the tenant wanted the landlord to give reasons to end her tenancy, I find the landlord had no obligation to do so under section 44 when the tenancy is ended at the end of a fixed term or by mutual agreement.

Conclusion:

Pursuant to section 55 of the Act, I find the landlord is entitled to an Order of Possession effective June 19, 2016 and to recover filing fees paid for this application.

I HEREBY ORDER THAT the landlord may deduct \$100 from the tenant's security deposit to recover the filing fee. This will leave a balance of \$125 in trust for the tenant.

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: June 08, 2016

Residential Tenancy Branch