



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR GP INC, GENERAL PARTNER FOR NPR LTD PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPB

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for a breach of a material term of the tenancy by the tenant pursuant to section 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the evidentiary submissions for this hearing.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

This tenancy began on August 1, 2015. The landlord submitted a copy of the tenancy agreement signed by the tenant indicating that this tenancy was set for a fixed term to end July 31, 2016. The residential tenancy agreement stated that at the end of the fixed term, the tenant must vacate the rental unit. The tenant paid a monthly rental amount of \$750.00 each month. The landlord currently holds a security deposit in the amount of \$375.00 paid on July 9, 2015 as well as a \$200.00 pet damage deposit paid on August 1, 2015.

The tenant testified that she is dissatisfied that she cannot remain in her rental unit. She testified that she has been given a notice of a rental increase that illustrates the landlord's intention to maintain her tenancy. The tenant testified that she was told that the language with respect to the end of tenancy in the residential tenancy agreement was "just a matter of course." She testified that she intends to pursue a monetary claim

against the landlords but she also testified that she intends to vacate the rental unit on July 31, 2015.

Analysis

Based on the testimonial evidence of both parties as well as the documentary evidence, particularly the residential tenancy agreement and its clear wording as well as the sections provide below, I find that this tenancy is at an end as of July 31, 2016.

There is no dispute between the parties that this tenancy began as a one year fixed term tenancy to end on July 31, 2016. Residential Tenancy Policy Guideline No. 30 provides direction on the definition and terms of a fixed term tenancy:

A fixed term tenancy is a tenancy where the landlord and tenant have agreed that the tenancy agreement will begin on a specified date and continue until a predetermined expiry date...

Section 44 of the *Act* addresses how a tenancy ends, including a fixed term tenancy:

44 (1) A tenancy ends only if one or more of the following applies:

(b) 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...

Policy Guideline No. 30 also indicates that, a landlord and tenant may agree to renew a fixed term tenancy agreement with or without changes, for another fixed term. In accordance with the Act and the Policy Guidelines, the tenancy agreement signed by both parties in this matter states that

... Tenant **may** renew this lease for a further term ...Tenant's failure to obtain written agreement of renewal or extension of this Lease from the Landlord shall confirm end of tenancy at the expiry of the Lease.

(emphasis added)

The tenant submitted that the provision of a notice of a rental increase and other actions suggest that the landlord intended to continue this tenancy. With few exceptions, this tenancy will continue to the end of its term, allowing the tenants and landlords the security that comes with this fixed period of time. This form of tenancy also schedules

an end or expiration date with the option to renew only if both parties agree to set a new term for the tenancy.

In this case, the landlords have not agreed to renew this rental agreement. Pursuant to the legislation, if a tenant does not obtain written agreement to renew their lease from the landlord, the tenancy will end at the expiry date on the original agreement. When the tenants and landlord signed the rental agreement for a term of one year, both parties agreed to all the terms within that agreement as long as they comply with the *Act*.

I grant an Order of Possession dated July 31, 2015 to the landlord as the tenancy will end on this date.

Conclusion

The landlord is provided with a formal copy of an Order of Possession effective July 31, 2016. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 19, 2016

Residential Tenancy Branch

