



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      O

### Introduction

On July 29, 2016, the Landlord submitted an Application for Dispute Resolution requesting an order of possession be granted because the Tenant did not move out of the rental unit at the end of the tenancy as agreed within the tenancy agreement.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenant did not. The Landlord provided affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The Landlord M.P. testified that she personally served the Tenant with the Notice of Hearing and a copy of the Landlord's evidence on August 2, 2016. The Landlord M.P. testified that she handed the Tenant all the documents at 5:05 p.m. on August 2, 2016.

I am satisfied that the Tenant was duly served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

I have reviewed all oral and written evidence before me. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Is the Landlord entitled to an order of possession based on a fixed term tenancy agreement?

### Background and Evidence

The Landlord testified that the tenancy began on March 1, 2016, as a 5 month fixed term tenancy to continue until July 31, 2016. The Landlord testified that rent is \$375.00 per month and that the Tenant paid the Landlord a security deposit of \$492.00.

The Landlord testified that there were some behavioural concerns with the Tenant and that is why the tenancy agreement was for a short fixed term duration. The Landlord testified that due to their concerns with the Tenant, they decided to not renew a further tenancy agreement with the Tenant.

The Landlord provided a copy of the fixed term tenancy agreement. The Agreement contains the name and signature of the Tenant and states that the tenancy continues for a fixed term ending on the 31<sup>st</sup> of July 2016. The Agreement states at this time the agreement is terminated and it is understood the Tenant has no legal right to occupy the suite beyond this date.

The tenancy agreement also states that the Landlord will consider renewal of the agreement and notify the Tenant in writing prior to the expiry date above as to whether they will be offered a new tenancy agreement when the current one expires.

The Landlord provided documentary evidence of a letter the Landlord sent to the Tenant on May 30, 2016. The letter states that the Landlord will not renew the lease at July 31, 2016.

The Landlord testified that the Tenant did not move out of the unit on July 31, 2016, and is still residing in the rental unit. The Landlord requests an order of possession.

Section 44 of the 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.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Landlord and Tenant entered into a fixed term tenancy agreement. The fixed term tenancy agreement requires the Tenant to vacate the rental unit on July 31, 2016. The

Landlord did not renew the tenancy agreement, and the Tenant failed to move out at the end of the tenancy on July 31, 2016.

I find that pursuant to section 44 of the Act the tenancy has ended.

I find that the Landlord is entitled to an order of possession effective two days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

### Conclusion

The Tenant failed to move out of the rental unit at the end of the tenancy. The tenancy has ended. The Landlord is granted an order of possession effective two days after service on 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: September 20, 2016

---

Residential Tenancy Branch