



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF and O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an Order of Possession pursuant to section 55 for the breach of an agreement and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

SC appeared and spoke on behalf of the landlords, who were present during the hearing.

The hearing was scheduled to begin at 9:30 A.M. The Applicants appeared at the date and time set for the hearing of this matter. The Respondent did not, although I waited until 9:42 A.M. to enable him to connect with this teleconference hearing.

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the hearing The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The landlords testified that they provided the tenant with dispute resolution package twice, the first attempt being made on October 12, 2016 by Express Post. Upon realizing their service mistake, the landlord re-sent the dispute resolution package on October 12, 2016 by Registered Mail. I find that the tenant was served with the dispute resolution package as per the requirements of sections 88 and 90. I accept that the tenant was deemed served with the dispute resolution package on October 17, 2016, the fifth day after it was mailed.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession?

Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This fixed-term tenancy began October 1, 2015 and continued until September 30, 2016. The rental amount is \$1630.00, due on the 1st day of each month. Documentary evidence in the way of a Residential Tenancy Agreement was submitted to show that the landlord and tenant both agreed to the fixed-term tenancy agreement ending effective September 30th, 2016. A rent receipt for use and occupation only was also submitted as evidence demonstrating that a one month, fixed-term tenancy was entered into on September 30th, 2016. This second fixed-term tenancy expired at 1:00 P.M. on October 31, 2016. This one month fixed-term tenancy agreement set rent at \$1620.00. The agreement noted the name of both the landlords and tenant as provided on the residential tenancy agreement.

The landlord testified that the tenant had not vacated the unit as per the 1pm, October 31st, 2016 move out date.

Analysis

I find that the tenant was properly served with the Landlord's Application for Dispute Resolution and therefore was aware of the time and place of the hearing. Based on the evidence received before the hearing, I am confident that the tenant was aware that they were entering into two separate fixed-term tenancies, with the later expiring on October 31st, 2016 at 1:00 P.M.

Conclusion

After having carefully reviewed the evidence before me and having taken into consideration the landlord's testimony, I find the tenant to have breached the terms of their tenancy and the landlord is provided with a formal Order of Possession. The Order is enforceable two days after it has been served on the tenant. Should the tenant fail to comply with the Order the Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

As the landlord has been successful in their application and the tenant did not appear at the hearing despite having been served with the landlord's notice, I find the landlord entitled to recover of the \$100.00 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: November 28, 2016

Residential Tenancy Branch