



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## A DECISION

Dispute Codes

OPB

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for an Order of Possession pursuant to section 55.

The landlord's agent, CA, testified on behalf of the landlord in this hearing and was given full authority to do so by the landlord. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application") as well as the evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the Application and landlord's evidence.

### Issues to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this hearing and my findings are set out below.

The landlord's agent testified regarding the following facts. This fixed term tenancy began on December 15, 2016 with monthly rent currently set at \$375.00 which is payable on the first day of each month. This tenancy ended on December 31, 2016, but the tenant continues to reside in the rental unit. The landlord currently holds a security deposit in the amount of \$375.00. A copy of the tenancy agreement was included in the evidence which stated "At the end of the stated time, the tenancy is ended and the tenant must vacate the rental unit".

The landlord's agent testified that the landlord kept detailed log notes of the interaction between the landlord and the tenant, which was submitted in the landlord's evidence package. She testified that not only does the tenant refuse to vacate his rental unit, but the tenant's clutter had created a dangerous situation for all the residents of the building.

The landlord's agent testified that the tenant's suite is full of his belongings, and the tenant has not been able to remove any of his belongings to make it safe. She testified that the tenant's belongings flowed into the common walkway, making it dangerous for any emergency

responders to access the hallways if needed. The landlord submitted that the tenant has also compromised the landlord's building insurance.

The tenant has been residing in the building since July 2016, and has since been on several fixed term, tenancy agreements. The landlord has decided that due to the above circumstances, they are not willing to sign a new tenancy agreement with the tenant, and would like the tenant to move out per the terms of this last agreement. The agent testified in the hearing that it was communicated clearly to the tenant that this tenancy was not to continue, and was to end on December 31, 2016. She testified that notices for given for the final conditions inspection, and the building coordinator was scheduled to meet the tenant on December 31, 2016 at 1:00pm for that inspection. As the tenant had not vacated the unit as required by the tenancy agreement, the landlord is seeking an Order of Possession

The tenant did not dispute the fact that he signed the fixed term tenancy agreement, but he testified that the landlord was unfair and treated him differently than the other tenants. He disputed the fact that his belongings impeded others, or posed a dangerous situation for the landlord and / or residents of this building. He testified that this was a "wet house", which he explained was established for safe injection and harm reduction housing.

The tenant testified that the majority of the communication was between himself and the building coordinator, and not the agent in this hearing. He believed that the 1:00 p.m. meeting on December 31, 2016 was arranged for someone to help him "unfunkt my place", and not for the purposes of him moving out. He testified that the last communication between him and this building coordinator was on December 13, 2016, and it was a complete surprise to him on December 31, 2016 when he was passed an envelope and expected to move out. The tenant testified that he had not received any caution notices in the last sixty days. The tenant believed that the other tenants were treated differently and on month-to-month agreements, not fixed term like his.

The tenant indicated that he would like to call a witness, but the witness failed to attend the hearing after the tenant was given ample time to locate that witness.

#### Analysis

**Section 55(2)(c)** of the Act, in part, states as follows: "A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution...(c) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit at the end of the fixed term".

Based on the testimony of the landlord's agent and the tenant, and the supporting documents respecting the matter before me, I find that the fixed term tenancy agreement is a valid one, and that the terms of the agreement were clear to the tenant.

The landlord's agent testified that it was made clear to the tenant that the landlord would not be continuing this tenancy past December 31, 2016. The tenant testified that the landlord treated

him in an unfair manner, and differently than the other tenants. The tenant did not provide any further evidence other than his own testimony.

I have considered the testimony of both parties, as well as the evidence before me. The landlord had produced several pages of correspondence to support the fact that the landlord did make an effort to provide the tenant with ample support and time in regards to moving out of the rental suite. The landlord issued a written notice to the tenant to schedule a final condition inspection well in advance of the move-out date. As it was clear on the tenancy agreement that the tenant was to move out at the end of the tenancy, and as no new agreement was signed between the tenant and landlord, I find that the tenant ought to have understood that this tenancy ended on December 31, 2016.

I am, therefore, allowing the landlord's application for an Order of Possession as this tenancy has come to an end.

#### Conclusion

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant 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: January 20, 2017

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Residential Tenancy Branch