



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPM, FF

### Introduction

On January 10, 2017, the Landlord submitted an Application for Dispute Resolution requesting that an order of possession be granted to him based on a fixed term tenancy agreement.

The matter was set for a conference call hearing at 9:00 a.m. on this date. The Landlord attended the hearing; however, the Tenant did not.

The Landlord provided affirmed testimony that he served the Tenant with the Notice of Hearing on January 11, 2017, using Canada Post Registered Mail. The Landlord provided a copy of the Registered Mail receipt as proof of service. I find that the Tenant was served with the Notice of the Hearing pursuant to requirements of section 89 and 90 of the Act.

The Landlord provided affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me.

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 provided a copy of the tenancy agreement that indicates the tenancy started August 1, 2016, as a one year fixed term tenancy that requires the Tenant to move out on January 31, 2017. The Landlord testified that the Tenant signed the

agreement and initialled the spot where she agrees to move out of the unit at the end of the fixed term tenancy.

The Landlord testified that the Tenant did not vacate the rental unit on January 31, 2017 and he is seeking an order of possession.

Section 44 of the Act states that a tenancy ends if the Landlord and Tenant agree in writing to end the tenancy.

Section 55(2) of the Act states that a Landlord may request an order of possession for a rental unit when the Landlord and Tenant have agreed in writing that the tenancy is ended.

### Analysis

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

The Tenant signed a fixed term tenancy agreement that requires the Tenant to move out of the rental unit on January 31, 2017.

The Tenant has failed to abide by the Agreement and is still living in the rental unit.

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.

As the Tenant did not move out in compliance with the tenancy agreement, I find that the Landlord has established his claim that the Tenant pay him the amount of \$100.00 for the cost of the Application.

### Conclusion

The Landlord is granted an order of possession effective two days after service on the Tenant.

The Landlord is granted a monetary order in the amount of \$100.00 for the cost of the Application.

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: February 02, 2017

---

Residential Tenancy Branch