



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O (OP)

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.

The landlord's agent (the landlord) and the tenant attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 9, 2017. The tenant submitted no documentary evidence. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served as per sections 88 and 89 of the Act.

Issue(s) 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, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 6, 2016 on a fixed term tenancy ending on March 6, 2017 as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$375.00 payable on the 1st day of each month.

The landlord seeks an order of possession as the end of the fixed term tenancy has ended and the tenant is refusing to move-out.

The landlord provided a copy of a signed tenancy agreement and a copy of a written notice dated February 22, 2017 giving notice to the tenant that the tenancy would not be renewed and would end on March 6, 2017.

The tenant argued that as part of the mutual agreement in the December 5, 2016 Decision was for both parties to enter into a fixed term tenancy. The tenant was to be allowed to work out with the landlord an extension of the tenancy which has been ignored by the landlord.

The landlord disputes the tenant's claims stating that as part of the mutual agreement the tenant would also work with a housing support team to transition out of the rental unit and Bi-weekly reports would be provided to the landlord by the tenant's housing advocate, updating the landlord on the status of their housing search. The landlord stated that the tenant has failed to make these reports.

Analysis

I accept the evidence of both parties and find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. The onus or burden of proof lies with the party who is making the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. In this case, the tenant has claimed that the landlord has refused all his attempts to make an agreement to extend the tenancy as per the mutual agreement. The landlord has disputed this stating that the tenant has failed to abide by all of the agreed upon conditions of the mutual agreement. As the tenant has failed to provide sufficient evidence in support of this claim, I find on a balance of probabilities that the tenant has failed in this claim.

Section 55 (2) (c) of the Act states in part that a landlord may request an order of possess of a rental unit by making an application for dispute when 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.

In this case the landlord has provided a copy of a signed fixed term tenancy that the tenant would vacate the rental unit on March 6, 2016 and a copy of a letter dated

February 22, 2017 notifying the tenant that the tenancy would not be renewed and the tenancy would end.

I find that the landlord has established a claim for an order of possession as a result of the signed fixed term tenancy agreement.

Conclusion

The landlord is granted an order of possession.

The tenant must be served with the order. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: April 07, 2017

Residential Tenancy Branch