



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB FF O

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on April 7, 2017 (the "Application"). The Landlord has applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a breach of the tenancy agreement;
- an order granting recovery of the filing fee; and
- other unspecified relief.

The Landlord attended the hearing on her own behalf and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified that the Tenant was served with the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, by registered mail on April 13, 2017. A copy of the Canada Post registered mail receipt was submitted with the Landlord's documentary evidence. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find the Landlord's Application package is deemed to have been received by the Tenant on April 18, 2017.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord submitted into evidence the first three pages of the tenancy agreement between the parties. It confirms the fixed-term tenancy began on October 1, 2016, and was to end on April 1, 2017. Both parties initialled the tenancy agreement as appropriate to confirm the Tenant was to move out of the rental unit at the end of the tenancy. During the fixed term tenancy, rent in the amount of \$1,500.00 per month was due on the first day of each month. The Landlord holds a security deposit.

The Landlord testified that she believes the Tenant continues to reside in the rental unit, despite the agreement between them, although there has been no recent contact between them.

Analysis

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

Section 55(2)(d) of the *Act* states:

*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:*

*...*

*(d) 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.*

[Reproduced as written.]

I find that the Landlord and the Tenant agreed that the tenancy would end on April 1, 2017, and that the Tenant would vacate the rental unit at that time. However, the Tenant continues to occupy the rental unit. I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service on the Tenant.

In addition, having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application, which I order may be retained from the security deposit held by the Landlord.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in 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: May 15, 2017

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Residential Tenancy Branch