



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPB

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession.

The Landlord stated that on May 06, 2017 the Application for Dispute Resolution, the Notice of Hearing, and a copy of the tenancy agreement was posted on the door of the rental unit. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

The Landlord stated that he faxed a copy of the tenancy agreement to the Residential Tenancy Branch on May 06, 2017. He was advised that I did not have a copy of the tenancy agreement and he agreed to re-fax that document to the Residential Tenancy Branch prior to the end of the day on June 06, 2017. He was advised that I would render a decision in this matter upon receipt of the tenancy agreement.

On June 08, 2016 I received a copy of the tenancy agreement that was re-submitted to the Residential Tenancy Branch and it was considered as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The Landlord stated that:

- this tenancy began on October 01, 2016;
- the parties signed a tenancy agreement;
- the tenancy agreement was for a fixed term, the fixed term of which ended on April 01, 2017;

- the tenancy agreement declared that the Tenant must vacate the rental unit by April 01, 2017;
- the Tenant agreed to pay monthly rent of \$800.00 by the first day of each month;
- after the Tenant paid her rent for March of 2017 he provided her with a receipt that reminded her of her obligation to vacate the rental unit by April 01, 2017; and
- after the Tenant paid rent for April of 2017 the Landlord told her that she must vacate the rental unit by the end of April.

The tenancy agreement submitted in evidence declares that the tenancy is for a fixed term; the fixed term of the tenancy ends on April 01, 2017; and that the Tenant must vacate the rental unit by April 01, 2017.

### Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a fixed term tenancy agreement; that the fixed term ended on April 01, 2017; and that the tenancy agreement required the Tenant to vacate the rental unit on April 01, 2017.

In the absence of any evidence to show that the Landlord and the Tenant agreed to continue the tenancy after the end of the fixed term, I find that the Tenant was obligated to vacate the rental unit by April 01, 2017. As the Tenant is still occupying the rental unit, I grant the Landlord an Order of Possession.

### Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with 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 *Act*.

Dated: June 09, 2017

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Residential Tenancy Branch