



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, OPB

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession
- b. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides on May 26, 2017. In addition the landlord served the documents by e-mail as the tenant is presently in Europe. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began in 2010. The owner and the Tenant have entered into a number of fixed term tenancy agreements. The latest fixed term tenancy agreement provided that the tenancy would begin on August 1, 2016 and end on July 31, 2017. The tenancy

agreement contained the clause that at the end of the fixed term “the tenancy ends and the tenant must move out of the residential unit.” Both parties initialed this clause.

The representative of the landlord testified the owners want to regain possession because they wish to move back to their rental unit.

The tenant gave the following testimony:

- She is presently in Europe nursing her terminally ill mother.
- She has asked the landlord for an extension to August 31, 2017 but the owner has refused. August 31, 2017 is more suitable as she could move in with her daughter at that time.
- The relationship with the landlord has been positive.
- However, during much of the last year the rental property was being repaired and she lost much of the use of the rental property. The landlords refused to compensate for the disruption the repairs. The repairs ended at the end of February. During this period she had to purchase a storage locker at a cost of \$800.
- The landlord advised her in March that they wished to move in.
- She will be having a hip operation in September.
- She has purchased a ticket to return to Canada on July 26, 2017.
- This has caused her a great deal of stress and an extension of one month would assist her.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The parties are bound by the contracts that they enter into. In this case the tenancy agreement provided that the tenancy would end on July 31, 2017 and she would have to move out at that time. An arbitrator does not have the legal authority to extend the time in a situation like this. The landlord would have to agree. In this case the landlord has not agreed.

The tenant may have a monetary claim against the landlord for the reduced value of the tenancy caused by the repairs. However, that is not relevant to whether the landlord is entitled to an Order of Possession and it is not before me in this application..

As a result I granted the landlord an Order for Possession effective July 31, 2017.

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The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

The landlord has been successful with this application. I ordered that the Tenant pay to the landlord the cost of the filing fee in the sum of \$100 such sum may be deducted from the security deposit.

Conclusion:

I granted an Order of Possession effective July 31, 2017. I ordered that the tenant pay to the landlord the sum of \$100 for the cost of the filing fee such sum may be deducted from the security deposit.

This decision is final and binding on both parties.

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: July 12, 2017

Residential Tenancy Branch