



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      O

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed June 6, 2017 wherein the Landlords requested an Order of Possession based on the end of a fixed term tenancy.

This matter was set for hearing by telephone conference call at 9:00 a.m. on this date. Only the Landlord, J.S., called into the hearing. She gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that she served both Tenants by registered mail on June 10, 2017.

*Residential Tenancy Policy Guideline 12—Service Provisions* provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to section 90 of the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenants were duly served as of June 15, 2017 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, 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?

Background Evidence

Introduced in evidence was a copy of the residential tenancy agreement confirming that this fixed term tenancy was to end on July 31, 2017. The parties initialed the agreement to confirm that the Tenants were expected to move from the rental unit at the end of the fixed term.

The Landlord testified that the Tenants initially stated they would not move from the rental unit, but that at the time of the hearing they indicated they would move. She requested an Order of Possession in the event the Tenants failed to move as agreed.

Analysis and Conclusion

Section 44(1)(b) of the *Residential Tenancy Act*, provides in part as follows:

**How a tenancy ends**

**44** (1) A tenancy ends only if one or more of the following applies:

(b) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy;

Pursuant to the clear wording of the residential tenancy agreement and section 44 of the *Act*, I find this tenancy ends on July 31, 2017.

Pursuant to section 55 of the *Act* I grant the Landlords an Order of Possession effective **July 31, 2017**. Should the Tenants not vacate the rental unit as required the Landlords may file and enforce the Order in the B.C. Supreme Court.

This decision is final and binding on the parties, except as otherwise provided under the *Act*, and 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 31, 2017

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Residential Tenancy Branch