



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

On August 4, 2017, the Landlord submitted an Application for Dispute Resolution requesting an order of possession based on a fixed term tenancy agreement.

The matter was set for a conference call hearing. The Landlord appeared at the hearing; however, the Tenants did not. The Landlord provided affirmed testimony that she served the Tenants with the Notice of Hearing using registered mail on August 4, 2017. The Landlord testified that she knows the Tenants received the Notice of Hearing because they sent her a text message stating that they would attend on the date of the hearing.

Based on the Landlord's testimony, I find that the Tenants were served with the Notice of Hearing.

The Landlord provided affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me. However, 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 based on a fixed term tenancy agreement?

Background and Evidence

The Landlord testified that the tenancy began on October 1, 2016, as a fixed term tenancy for eleven months ending on August 30, 2017. The Landlord provided a copy of a signed and dated tenancy agreement that bears the names of the Tenants and indicates the Tenants agreed to move out of the rental unit when the fixed term expires.

The Landlord testified that the Tenants have not moved out of the rental unit and she is seeking an order of possession for the rental unit.

Section 55(2) of the Act states that a Landlord may request an order of possession for a rental unit when the Landlord and Tenant have agreed in writing that the tenancy is ended.

Analysis

Based on the above, the testimony and evidence from the Landlord, and on a balance of probabilities, I find as follows:

The Landlord and Tenants entered into a fixed term tenancy agreement that requires the Tenants to move out of the rental unit on August 30, 2017. I find that the tenancy agreement is a valid agreement and the parties are obligated to comply with the terms of the agreement.

The Tenants have failed to abide by the Agreement and are still living in the rental unit.

I find that the Landlord is entitled to an order of possession effective two days after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

As the Tenants did not move out in compliance with the fixed term tenancy agreement, I find that the Landlord has established her claim, and I find the Tenants are responsible to pay the amount of \$100.00 for the cost of the Application. The Landlord is authorized to withhold \$100.00 from the security deposit.

Conclusion

The Tenants failed to move out of the rental unit at the end of the fixed term tenancy. The Landlord is granted an order of possession effective two days after service on the Tenants.

The Landlord is authorized to withhold \$100.00 from the security deposit for the cost of the Application.

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: October 26, 2017

Residential Tenancy Branch