



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPB, MNRL

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. A Monetary Order for unpaid rent - Section 67.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

### Background and Evidence

The tenancy under written agreement started on November 1, 2019 for a fixed term to end October 31, 2020. The tenancy agreement provides that at the end of the fixed term the Tenant must move out of the unit as the Landlord’s son will occupy the unit. Rent of \$1,100.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit. The rent for October 2020 has been paid.

The Landlord states that its son will be arriving on November 1, 2020 from outside the country and will be quarantining in the unit with the Landlord's husband who is also arriving with the son. The Landlord states that following the quarantine period the son will continue residing in the unit. The Tenant states that while it expected to leave the unit as agreed the Tenant believes that the unit will be rented out again. The Tenant states that the husband was seen at the unit a couple of months ago. The Landlord states that the husband was at the Landlord's home for a day to assist the Landlord and to see a physician.

### Analysis

Section 55(2)(c) of the Act provides that a landlord may request an order of possession of a rental unit where the tenancy agreement is a fixed term tenancy agreement that, in the circumstances prescribed under section 97 (2) (a.1), requires the tenant to vacate the rental unit at the end of the term. While the Tenant does not believe the son will occupy the unit the Tenant provided no evidence to support this belief. Based on the undisputed evidence of the terms of the tenancy agreement that requires the Tenant to move out of the unit at the end of the fixed term, I find that the Landlord has substantiated an entitlement to an order of possession effective on October 31, 2020.

As the October 2020 rent has been paid, I dismiss the claim for unpaid October 2020 rent.

### Conclusion

I grant the Landlord an **Order of Possession** effective 1:00 p.m. on October 31, 2020. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in 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: October 27, 2020

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Residential Tenancy Branch