

DECISION

Dispute Codes OPR MNR MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession and a Monetary Order for unpaid rent and to recover the filing fee from the tenant.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on March 19, 2009. Mail receipt numbers were provided in the landlord's verbal testimony. The tenant was deemed to be served the hearing documents on March 24, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

The issues to be decided based on the testimony and the evidence are:

- Whether the landlord is entitled to an Order of Possession under Section 55 of the *Act* for unpaid rent
- Whether the landlord is entitled to a Monetary Order under section 67 of the *Act* for unpaid rent and to recover the filing fee.

Background and Evidence

The tenancy is a one month fixed term tenancy commencing on March 1, 2009 and expiring on March 31, 2009. Rent in the amount of \$900.00 was payable on the first of each month. There was no damage deposit collected by the landlord.

The landlord testified that this tenant has occupied the basement suite for approximately five years under different fixed term tenancy agreements. The landlord stated that a damage deposit had been paid by the tenant on a previous tenancy agreement but that when that tenancy agreement ended the tenant signed an agreement allowing the landlord to retain the security deposit for previous unpaid rent and damage caused to the rental unit. The landlord testified that he did not collect a security deposit on the most recent tenancy agreement.

The landlord is requesting an Order of Possession as the tenant has failed to move out at the end of the fixed term tenancy. The landlord submitted into evidence a receipt that was issued to the tenant on April 1, 2009 for a partial rental payment of \$700.00 for “use and occupancy only” stipulating a balance due of \$200.00.

The landlord is requesting a monetary order for unpaid rent of \$200.00 for April 2009 and to recover the filing fee.

Analysis

Section 44(1)(b) of the *Residential Tenancy Act* stipulates that a tenancy ends at the end of a fixed term tenancy agreement and that the tenant will vacate the rental unit on the date specified as the end of the tenancy. I find that the tenant failed to vacate the unit at the end of the tenancy and rule in favour of the landlord's request for an Order of Possession.

Based on the testimony and documentary evidence the tenant owes a balance of \$200.00 for April 2009 unpaid rent. I find that the landlord is entitled to a monetary claim and that the landlord is entitled to recover the filing fee from the tenant as follows:

Unpaid Rent for April 2009	\$200.00
Filing fee	50.00
TOTAL AMOUNT DUE TO THE LANDLORD	\$250.00

Conclusion

I HEREBY FIND that the landlord is entitled to an Order of Possession effective **two days after service on the tenant**. The copy of the landlord's decision will be accompanied by an Order of Possession. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$250.00. The order must be served on the respondent and is enforceable through the Provincial Court 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 *Residential Tenancy Act*.

Dated: May 04, 2009.

Dispute Resolution Officer