

DECISION

Dispute Codes: OPR, MNR, MNSD and FF

Introduction

This application was brought by the landlord seeking an Order of Possession in support of the fixed term rental agreement set to end on February 28, 2010. The landlord subsequently amended the application to add a request for unpaid rent for February 2101 and recovery of the filing fee for this proceeding.

At the commencement of the hearing, the parties gave evidence that the tenant had moved out in February in compliance with the fixed term agreement and the request for an Order of Possession was moot.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent and recovery of the filing fee for this proceeding.

Background and Evidence

This tenancy began in 2001 or 2002 according to the recollection of the parties, although the most recent rental agreement began on March 1, 2009 for a fixed term to February 28, 2010, with the provision that the tenant must vacate on February 28, 2010. Rent was \$1,566 per month at the end of the tenancy and the landlord holds a security deposit of \$700, which, as neither party knows the exact date of payment, I deem to be January 1, 2002.

During the hearing, the tenant concurred that he had not paid the February rent as he had asked the landlord for a short extension which was denied by the landlord. He stated that it had been the practice of the landlord to renew the fixed term agreements annually, and that after such a long tenancy, he believed the landlord might have been more accommodating. The landlord had provided written notice on January 6, 2010 that he did not wish to renew the rental agreement.

The parties gave evidence that the tenant had authorized the landlord to retain the security deposit against damage to the rental unit, but not the interest.

Analysis

The rental agreement is unambiguous in providing that the tenancy ended and the tenant had to move out on February 28, 2010 and I find no evidence that would excuse the tenant from paying the last month's rent.

Except for the interest, the parties have agreed to apply the damage deposit against damage to the rental unit.

As the tenant moved out in compliance with the rental agreement making the request for an Order of Possession moot, but did not pay the February rent, I find that the parties should equally share the \$50 cost of the filing fee for this proceeding.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Rent for February 2010	\$1,566.00
One –half of filing fee	<u>25.00</u>
Sub total	\$1,591.00
Less interest on security deposit (January 1, 2002 to February 28, 2010)	<u>- 24.76</u>
TOTAL	\$1,566.24

Conclusion

Therefore, the landlord's copy of this decision is accompanied by a Monetary Order for \$1,566.24, enforceable through the Provincial Court of British Columbia, for service on the tenant.

March 5, 2010