

DECISION

Dispute Codes OPC, OPB, FF

Introduction

This hearing was convened by way of conference call this date to deal with the landlord's application for an Order of Possession for cause, an Order of Possession for the tenant's breach of the *Act*, regulation or tenancy agreement, and to recover the filing fee from the tenant for the cost of this application.

Despite being served with the notice of hearing and application for dispute resolution personally on June 4, 2010, the tenant did not attend the conference call hearing. The landlord gave affirmed evidence.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

Is the landlord entitled to an Order of Possession for breach of the *Act*, regulation or tenancy agreement?

Background and Evidence

This fixed term tenancy began on May 1, 2010 and was to expire June 1, 2010. The landlord testified that the tenant had indicated at the outset of the tenancy that she would be moving from the province and would only require the rental unit for one month however the tenant has not vacated the unit. The landlord provided a copy of the tenancy agreement in advance of the hearing. It states that: "This tenancy starts on 01 May 2010. This tenancy is for a fixed length of time: 1 month, ending on 01 June 2010. At the end of this fixed length of time the tenancy ends and the tenant must move out of the residential unit." Both the landlord and the tenant have initialled the required boxes adjacent to that statement.

Rent in the amount of \$650.00 is payable on the 1st of the month, and the tenant paid rent for the month of May, 2010 as well as a security deposit in the amount of \$325.00. The tenant has not paid any rent for the month of June, 2010.

Analysis

The *Residential Tenancy Act* states that:

55 (2) A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

- (a) a notice to end the tenancy has been given by the tenant;
- (b) a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;
- (c) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit at the end of the fixed term;
- (d) the landlord and tenant have agreed in writing that the tenancy is ended.

I find that the landlord is entitled to an Order of Possession pursuant to section 55 (2) (c) of the *Act*, in that the tenancy agreement provides that the tenant will vacate the unit on June 1, 2010.

The landlord is also entitled to recover of the \$50.00 filing fee.

Conclusion

I hereby grant an Order of Possession in favor of the landlord. The tenant must be served with the 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.

I further order that the landlord recover the filing fee from the tenant by retaining the amount of \$50.00 from the security deposit held in trust by the landlord.

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: June 14, 2010.

Dispute Resolution Officer