

DECISION

Dispute Codes:

OPB, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for an Order of Possession for in relation to a breach of an agreement, a monetary Order for damage or loss under the Act, to retain all or part of the security deposit, and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on August 3, 2010, copies of the Application for Dispute Resolution and Notice of Hearing were sent to each tenant via registered mail at the address noted on the Application. A Canada Post tracking number was provided as evidence of service to each tenant.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Preliminary Matter

The landlord withdrew her monetary claim as the tenants have paid all rent owed.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession for breach of an agreement?

Is the landlord entitled to filing fee costs?

Background and Evidence

The landlord provided a copy of a fixed-term tenancy agreement signed by the parties on February 4, 2010, which indicated that the tenancy would end on July 31, 2010, and that the tenants would vacate the unit on the end date of the fixed-term.

The tenants have paid rent since July, 2010, have been given receipts for use and occupancy only and have told the landlord they will move out today. The landlord has requested an order of possession based upon the terms of the fixed-term tenancy agreement signed by the parties.

Analysis

Section 55(2) of the Act, provides a landlord with the right to request an Order of possession based upon a term of a written tenancy agreement that ends the tenancy as part of a fixed-term agreement. Therefore, pursuant to section 55(2) of the Act and the written tenancy agreement submitted as evidence, and the testimony that the tenancy has not been converted to a month-to-month agreement, I find that the landlord is entitled to an Order of possession effective 2 days after service to the tenants.

I find that the landlord's application has merit and that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The deposit will continue to be held in trust and disbursed as required by the Act.

Conclusion

The landlord has been granted an Order of Possession that is effective 2 days after service to the tenants. This Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim, in the amount of \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord withdrew the monetary claim as all rent has been paid to date.

The landlord will hold the deposit in trust and disburse the deposit as required by the Act.

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: September 23, 2010.

Dispute Resolution Officer