

DECISION

Dispute Codes: OPR; OPB; MNR; FF

Introduction

This is the Landlords' application, filed April 19, 2011, for an Order of Possession and to recover the cost of the filing fee from the Tenant. The Landlords' application was amended on April 29, 2011, to include an application for a Monetary Order for unpaid rent.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that he provided the Tenant with the Notice of Hearing documents by posting the documents to the door of the rental unit on April 29, 2011.

Section 89 of the Act provides the methods of service of certain documents. Posting documents on a tenant's door is a method which is allowed under the Act when applying for an Order of Possession, but not for a Monetary Order.

Based on the affirmed testimony of the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents for the purposes of requesting an Order of Possession. Despite being served, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

The Landlord's application for a Monetary Order for unpaid rent is dismissed with leave to reapply.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord provided a copy of the tenancy agreement in evidence. This tenancy began on October 1, 2010 and is a fixed term tenancy, ending on May 31, 2011. The tenancy agreement includes a clause that at the end of the fixed term, the tenancy is ended and the Tenant must vacate the rental unit. Both parties initialled that clause in the tenancy agreement.

The Landlord is concerned that the Tenant will not move out at the end of the tenancy and is seeking an Order of Possession for May 31, 2011.

Analysis

Section 55(2)(c) and (3) states:

Order of possession for the landlord

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:

(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;

(3) The director may grant an order of possession before or after the date when a tenant is required to vacate a rental unit, and the order takes effect on the date specified in the order.

Further to the provisions of Section 55 of the Act, I hereby grant the Landlord an Order of Possession **effective 1:00 p.m., May 31, 2011.**

The Landlord provided no evidence that the Tenant was not going to comply with the terms of the tenancy agreement and move out at the end of the tenancy. Therefore, the Landlords' application to recover the cost of the filing fee is dismissed.

Conclusion

I hereby grant the Landlord an Order of Possession **effective 1:00 p.m., May 31, 2011.**

This Order must be served on the Tenant and 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 *Residential Tenancy Act*.

Dated: May 17, 2011.

Residential Tenancy Branch