



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MND, MNSD, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for the cost of repairs and the filing fee. The landlord also applied to retain the security deposit in satisfaction of his claim.

Since the tenancy has not yet ended and the landlord has reported some damage to the unit, the landlord requested that he be permitted to make application for his claims for damage against the security deposit, after the tenancy ends. Accordingly, the portion of his application for the cost of repairs is dismissed with leave to reapply and therefore, this hearing only dealt with the landlord's application for an order of possession and a monetary order for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover the filing fee?

### **Background and Evidence**

The tenancy started in July 01, 2009 for a fixed term of one year. A term of the tenancy agreement states that the tenancy will end at the end of the fixed term, unless the landlord enters into another tenancy agreement. In July 2010, the parties entered into a second fixed term which would end June 30, 2011. The monthly rent is \$780.00 due in advance on the first of each month.

In May 2011, the landlord handed the tenant a letter informing him that the tenancy would not be renewed and that the tenant would have to move out by the end date of the fixed term which is June 30, 2011. The tenant stated that he did not receive the notice while the landlord stated that when the tenant refused the notice, he placed it on a coffee table inside the rental unit. The landlord agreed to allow the tenancy to continue till August 31, 2011 and is applying for an order of possession effective this date.

### **Analysis**

Section 44 (1) (b) of the *Residential Tenancy Act* states that a tenancy ends if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

Based on the signed tenancy agreement, I find that the tenancy ended on June 30, 2011 and that the tenant should have moved out by that date.

Therefore the landlord is entitled to an order of possession and pursuant to section 55(2); I am issuing a formal order of possession effective on or before 1:00 p.m. on August 31, 2011. The Order may be filed in the Supreme Court for enforcement.

Since the landlord has proven his case he is also entitled to the recovery of the filing fee. I order the landlord to retain \$50.00 from the security deposit.

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 p.m. on August 31, 2011**. The landlord may retain \$50.00 from the security deposit.

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: July 26, 2011.

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Residential Tenancy Branch