



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession, and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. Through an interpreter, he testified that he served the Notice of a Dispute Resolution Hearing to the tenant in person on January 20th, 2012, at approximately 6 PM. Further, I note that the tenant submitted late evidence to the Residential Tenancy Branch concerning this dispute, which confirms that she was aware of this hearing. The tenant did not participate and the hearing proceeded in her absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a basement in a single detached home. Pursuant to a written agreement, the fixed term tenancy was set for one month, starting December 17, 2011 and ending January 17, 2012. The rent was \$500.00 and the tenant paid a security deposit of \$250.00.

Through the interpreter, the landlord testified that the tenant has not moved out of the rental unit in spite of the agreement which states that the tenancy ends on January 17th, 2012. The landlord stated that the agreement had a signed “no pet” clause, which the tenant broke by bringing her daughter’s dog.

In his documentary evidence, the landlord provided a copy of the tenancy agreement, showing that the parties agreed that the tenant must move out when the tenancy ends on January 17th, 2012..

Analysis

I accept the landlord’s undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

The tenancy agreement is a contract of adhesion drawn by the landlord. If the tenant wished to rent from the landlord under any other terms than those specified in the agreement, she ought not to have signed the agreement. Once signed, the tenant is obliged to accept the terms of the agreement without modification.

Based on the evidence I find that this tenancy ended on January 17th, 2012 in accordance with the tenancy agreement. Therefore the landlord is entitled to an Order of Possession.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant.

This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Since the landlord was successful, I authorize the landlord to deduct \$50.00 from the tenant's \$250.00 security deposit in satisfaction of the filing fee.

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: February 07, 2012.

Residential Tenancy Branch