

## **DECISION**

Dispute Codes      O, FF

### **Introduction**

This is an application filed by the Landlord for an order of possession and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Landlord has submitted 1 evidence package, which the Tenant has acknowledged receiving. The Tenant has not submitted any evidence. As both parties have attended the hearing and the Tenant has acknowledged receiving the only evidence submitted for this hearing, I am satisfied that both parties have been properly served with the notice of hearing and evidence under the Act.

During the hearing, the Tenant made an application for an adjournment to provide evidence and seek legal counsel. The Tenant states that he was not aware of the reasons for this hearing. The Tenant's application for an adjournment was denied. The Tenant demonstrated an understanding of the details of dispute made on the application. I find that this was sufficient notice of the details of this application for the Tenant to prepare and provide evidence. The Tenant did not provide any details of what evidence that he would likely provide.

### **Issue(s) to be Decided**

Is the Landlord entitled to an order of possession?

### **Background and Evidence**

The Landlord states that a fixed term tenancy agreement was signed by both parties. The submitted copy of the signed tenancy agreement in section 2 states that the fixed term begins on November 1, 2011 and ends on March 31, 2012. Section C of the options was selected which states, "(C) the tenancy ends and the tenant must move out of the residential premises. If you choose option (c), both the landlord and the tenant must initial in the box to the right." Both parties acknowledged that section (c) was selected and initialled by both parties. The Landlord has also submitted a copy of a letter dated February 26, 2012, which states the intention of the Landlord to enforce this term of the agreement.

### Analysis

Both parties agreed that terms of the agreement were valid and understood by each of them. I find that it is clear that the Landlord provided notice of their intent to enforce the fixed term tenancy in the letter dated February 26, 2012. The Landlord has established their claim for an order of possession. Based upon the above facts, the Landlord is granted an order of possession. 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.

The Landlord is also entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for \$50.00.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$50.00.

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 04, 2012.

---

Residential Tenancy Branch