



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Canadian Mental Health Association, Kamloops
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, OPB, MNSD, MNDC, FF

Introduction

This is an application for an Order of Possession based on the tenancy agreement with the fixed end of tenancy date that requires the tenant to vacate.

The applicant is also requesting recovery of the \$50.00 filing fee and requests an order to retain the full security deposit.

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request for an Order of Possession and recovery of the filing fee and I dismiss the damages claim against the security deposit, with liberty to re-apply.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed December 6, 2013; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to recovery of the \$50.00 filing fee?

Background and Evidence

The applicant testified that:

- The tenant has signed a fixed term tenancy agreement with an end of tenancy date of November 30, 2013, and has also initial the box that states that the tenant is required to vacate the rental unit on the end of tenancy date.
- The tenant has failed to comply with the requirements of that agreement and is still in the rental unit.
- The tenant has paid no rent for the months of December 2013, for January 2014.

Analysis

It's my finding that the applicants have shown that the tenant signed a fixed term tenancy agreement with an end the tenancy date of November 30, 2013 and also initial the box requiring that the tenant vacated on the end of tenancy date.

The tenant has failed to comply with that agreement, and therefore the landlord's do have the right to an Order of Possession.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have issued a Monetary Order in the amount of \$50.00.

As stated above, the damages claim against the security deposit is dismissed with leave to reapply.

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: January 27, 2014

Residential Tenancy Branch

