



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Realty World Eco-Executives  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, O, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. An Order to recover the filing fee.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail on November 28, 2014 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The tenancy started on November 15, 2013 for a fixed term to October 31, 2014. At the outset of the tenancy the Landlord collected \$850.00 as a security deposit. The tenancy agreement provides that at the end of the term the Tenant must move out of the unit. The Landlord informed the Tenant by letter dated August 27, 2014 that the tenancy would not be renewed at the end of the term. The Tenant did not move out of the unit and paid both November and December 2014 rent for which the Landlord issued a

receipt for “use and occupancy only” to the Tenant. The Landlord seeks an order of possession effective December 31, 2014.

### Analysis

Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where, inter alia, 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.

Given the fixed term tenancy agreement requiring the Tenant to move out of the unit at the end of the term, I find that the Landlord is entitled to an order of possession. As the Landlord has been successful I find that the Landlord is also entitled to recovery of the \$50.00 filing fee. Deducting this amount from the security deposit of \$850.00 plus zero interest leaves the Landlord holding a remaining \$800.00 as a security deposit.

### Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. December 31, 2014.

**I order** the Landlord to retain the amount of \$50.00 from the security deposit plus interest in the amount of \$850.00 in full satisfaction of the claim.

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: December 23, 2014

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Residential Tenancy Branch

