



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB O

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) An Order of Possession pursuant to Sections 44, and 55 as the tenant has breached a term of the fixed term tenancy agreement by not vacating as agreed; and
- b) A monetary order for rental arrears and to recover the filing fee pursuant to Section 72.

SERVICE:

Only the landlord attended the hearing. He gave sworn evidence that he served the Application for Dispute Resolution by giving it to the tenant personally. He said the tenant responded by emails wanting to stay longer and discussing rent. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant signed a fixed term lease expiring January 31, 2015 with vacant possession agreed at the end of the term. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears or overholding and filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced on January 15, 2014 on a fixed term lease expiring on January 31, 2015, a security deposit of \$750 was paid and rent is \$1500 a month. The landlord said that the tenant owes \$750 rent for January 2015 but had paid rent for the other months.

In evidence is the fixed term lease with the box checked stating the tenant must move out at the end of the fixed term and it is initialled by both parties.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. According to section 44(1)(b) a tenancy ends at the end of a fixed term lease and the tenant clearly agreed to end the tenancy and vacate the premises on January 31, 2015 by initialling that box on the lease. I find the tenancy is ended and an Order of Possession is issued effective two days from service.

Monetary Order

I find that there are rental arrears in the amount of \$750 for January 2015 and \$642.85 for over holding to this date ($750/28 \times 24$). The amendment to obtain a monetary order for this amount and to retain the security deposit to offset the amount owing is granted.

Conclusion:

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Rental arrears January 2015	750.00
Over holding rent to February 24, 2015	642.85
Filing fee	50.00
Less security deposit (no interest 2014-15)	-750.00
Total Monetary Order to Landlord	692.85

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 24, 2015

Residential Tenancy Branch

