



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPB, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for the recovery of the filing fee.

The landlord testified that he served the notice of hearing package on the tenant in person on May 05, 2015. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

### **Issues to be decided**

Did the parties enter into a fixed term tenancy that required the tenant to move out at the end of the fixed term?

### **Background and Evidence**

The tenancy started on May 01, 2013 for a fixed term of two years. The monthly rent is \$1,800.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$900.00.

A copy of the tenancy agreement was filed into evidence. On that agreement the tenant initialled the term that states that on April 30, 2015, the tenancy ends and the tenant must move out of the residential unit.

The tenant did not move out on April 30, 2015 and at the time of this hearing (June 02, 2015) was still in occupation of the rental unit. The landlord also testified that the tenant owed rent. The landlord is applying for an order of possession effective two days after service on the tenant. The landlord is also applying for the recovery of the filing fee.

### **Analysis**

Section 44 (1) (b) of the *Residential Tenancy Act* states that a tenancy ends if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

Based on the signed tenancy agreement, I find that the tenancy was a fixed term tenancy which ended on April 30, 2015. I further find that the tenant should have moved out by that date.

Therefore, the landlord is entitled to an order of possession. Pursuant to section 55(2); I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$50.00. The landlord may retain this amount from the security deposit.

### **Conclusion**

I grant the landlord an order of possession effective two days after service on the tenant

The landlord may retain \$50.00 from the security deposit.

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: June 02, 2015

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Residential Tenancy Branch

