



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Kettle Friendship Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPB, FF

Introduction

This hearing was convened in response to an application by the Landlord for an order of possession pursuant to section 55 of the *Residential Tenancy Act* (the “Act”).

I accept the Landlord’s evidence that the Tenant was served with the notice of reconvened hearing by posting the notice on the door on July 16, 2015. 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?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on January 1, 2015 for a fixed term to expire May 31, 2015. The tenancy agreement provides that at the end of the fixed term the Tenant must move out of the unit. The Parties initialled this section of the tenancy agreement. The Tenant is still in the unit. Rent of \$420.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$187.50 for a security deposit and \$187.50 as a pet deposit. The Tenant paid for July 2015 rent and the Landlord issued a receipt for use and occupancy only. The Landlord claims an order of possession.

Analysis

Section 55 of the Act provides that a landlord may seek an order of possession where 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. Based on the Landlord's undisputed evidence that the tenancy is a fixed term requiring the Tenant to move out of the unit on May 31, 2015 and given that the Tenant has not moved out of the unit, I find that the Landlord is entitled to an order of possession. As the Tenant has paid the rent for July 2015 I make the order of possession effective 1:00 p.m. on July 31, 2015. As the Landlord's application had merit, I find that the Landlord is entitled to recovery of the filing fee and I order the Landlord to deduct the **\$50.00** from the security deposit.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on July 31, 2015.

I order the Landlord to retain \$50.00 from the security deposit of \$187.50 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: July 21, 2015

Residential Tenancy Branch

