



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE KETTLE SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPB FF

### **Introduction:**

Only the landlord attended and gave sworn testimony that the Application for Dispute Resolution was served by registered mail. It was verified online as successfully delivered on December 11, 2015. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies 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 on September 30, 2015; and
- b) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Is the landlord entitled to an Order of Possession and to recover the 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 tenant signed a fixed term lease commencing January 5, 2015 and expiring September 30, 2015. A security deposit of \$187.50 was paid and rent is currently \$420 a month.

The tenant refused to vacate on September 30, 2015 when her lease expired and the landlord seeks an Order of Possession as she is still living in the unit.

In evidence is the tenancy agreement and an agreement with the Inner City Youth Program of St Paul's Hospital signed by the tenant. The tenant submitted no documents in dispute and did not attend the hearing.

On the basis of the documentary and 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. I find the tenant signed a fixed term tenancy agreement in which she agreed to vacate on September 30, 2015. I find her tenancy was at an end on September 30, 2015.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective two days from service. I find the landlord is entitled to recover filing fees paid for this application.

**I HEREBY ORDER that the landlord may deduct \$50 from the security deposit to recover their filing fee.**

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 21, 2016

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Residential Tenancy Branch

