



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPB, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to the end of the fixed term tenancy. The landlord also applied for a monetary order for unpaid rent and the filing fee.

The notice of hearing was served on the tenant on January 12, 2017, in person. 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

Is the landlord entitled to an order of possession and a monetary order for rent and the recovery of the filing fee?

Background and Evidence

The tenancy started on July 01, 2016 for a fixed term of six months. The rent is \$1,400.00 due in advance on the first of each month. The landlord filed a copy of the tenancy agreement. In the agreement, the tenant initialled the term that states that on December 31, 2016, the tenancy ends and the tenant must move out of the residential unit. The rental unit is located in the basement of the landlord's home. The landlord lives upstairs.

The landlord testified that the tenant did not move out on December 31, 2016 and did not pay rent on January 01, 2017. The tenant continues to occupy the rental unit without paying rent. At the time of the hearing, the landlord stated that the tenant owed rent for January 2017 in the total amount of \$1,400.00. The landlord has applied for an order of possession effective two days after service on the tenant and for a monetary order for unpaid rent (\$1,400.00) plus the filing fee (\$100.00).

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant signed an agreement for a fixed term tenancy of six months ending on December 31, 2016. By initialing the boxes in the tenancy agreement, the tenant has acknowledged that the tenancy ends on December 31, 2016 and that the tenant must move out on or before that day.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the tenancy agreement. 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.

I further find that the landlord is entitled to rent in the amount of \$1,400.00. Since the landlord has proven his case, he is entitled to the filing fee of \$100.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for \$1,500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective **two days after service** on the tenant and a monetary order in the amount of **\$1,500.00**.

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 01, 2017

Residential Tenancy Branch