



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPB, MNDC

Introduction

This hearing concerns the landlord's application for an order of possession / and a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from July 20 to 31, 2012. The tenancy agreement provides that at the end of the fixed term "the tenancy ends and the tenant must move out of the residential unit." Both parties acknowledged this provision by way of their initials in the appropriate boxes on the tenancy agreement.

Monthly rent is \$1,100.00. A pro-rated amount of \$400.00 was paid for the period from July 20 to 31, 2012 as agreed to by the parties. However, the tenant did not vacate the unit on July 30, 2012 according to the terms of the tenancy agreement, and he has paid no rent for August.

A security deposit of \$900.00 and a pet damage deposit of \$350.00 were collected, however, the tenant has not applied to retain these.

The tenant's witness is the owner of the property. He testified that he has no written tenancy agreement with the "landlord" in this dispute, and that he did not provide her with consent to sublet. He also stated that he has filed an application for dispute resolution in regard to his own dispute with the "landlord" (his tenant).

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 55 of the Act speaks to **Order of possession for the landlord**, and provides in part as follows:

55(2) A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

(c) 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 documentary evidence and testimony, I find that the parties entered into a fixed term tenancy for the period from July 20 to 31, 2012, and that the tenancy agreement provides that the tenant must vacate the unit on July 31, 2012. As the tenant has not vacated the unit pursuant to the tenancy agreement, I find that the landlord has established entitlement to an order of possession.

As for the monetary order, I find that the landlord has established entitlement to a claim of \$1,100.00, which reflects unpaid rent in full for the month of August 2012.

In regard to the disposition of the security deposit and pet damage deposit, the attention of the parties is drawn to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,100.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

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: August 29, 2012.

Residential Tenancy Branch