



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING NON-PROFIT RENTAL ASSOCIATION
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(2)(c) of the *Residential Tenancy Act* (the Act). The hearing was conducted by conference call. The landlord further seeks to recover their filing fee.

Only the landlord representative attended the conference call hearing. I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided evidence of the registered mail service for the Notice of Hearing sent on May 21, 2015, and for the landlord's evidence submitted in this matter sent by registered mail June 11, 2015. The landlord testified they also posted the Notice of Hearing package on the tenant's door on the same date it was sent by mail. The landlord testified the tenant still resides in the rental unit, and confirmed their application seeking to end the tenancy. 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?

Background and Evidence

It is undisputed that the fixed term tenancy of this matter was for duration of 5 months ending May 31, 2015. The hearing had benefit of a signed copy of the current agreement prescribing the tenant will vacate the rental unit at the end of the fixed length of time of the agreement – May 31, 2015 - and the agreement indicates the parties completed this section of the tenancy agreement - each confirming this term of the agreement by their respective initials beside this election to end the fixed agreement, and for the tenant to vacate at the end of it. As a result, the landlord seeks an Order of Possession claiming the tenancy has ended, as per the tenancy agreement, on May 31, 2015.

The landlord confirmed they still hold the tenant's security deposit in trust.

Analysis

Section 55 of the Act, in relevant part, provides: **(emphasis mine)**

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:

- (a) a notice to end the tenancy has been given by the tenant;
- (b) a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;
- (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;**

I find the tenancy has ended in accordance with the terms of the tenancy agreement in this matter. As the tenancy ended May 31, 2015, I find that the landlord is entitled to an **Order of Possession** effective forthwith.

I find that the landlord is further entitled to recover their filing fee of \$50.00.

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this **Order of Possession**. 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.

I Order that the landlord may deduct / retain **\$50.00** from the tenant's security deposit in satisfaction of the filing fee.

This Decision is final and binding on both parties.

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 08, 2015

Residential Tenancy Branch

