



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPB, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and to recover the filing fee.

The landlord served the notice of hearing on the tenant on June 02, 2011 by posting it on the front door. 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? Is the landlord entitled to the filing fee?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2010. The monthly rent is \$1,250.00 due in advance on the first of each month.

The rental unit was shared by two co tenants. They both entered into one tenancy agreement and moved in on the same date. On May 31, 2011, one of the tenants served the landlord with a notice to end tenancy effective June 30, 2011 and has moved out. The landlord has applied for an order of possession to ensure that the other co tenant also moves out by June 30, 2011 as per the end date of the notice. The landlord has also applied for the recovery of the filing fee.

Analysis

Section 13 of the *Residential Tenancy Policy Guideline* clarifies the rights and responsibilities relating to multiple tenants renting premises under one tenancy agreement. Co tenants are two or more tenants who rent the same property under the same tenancy agreement. If one of the tenants moves out with proper notice to end the tenancy, the tenancy agreement will end on the effective date of that notice and all tenants must move out even where the notice has not been signed by all tenants.

In this case, one of the co-tenants gave the landlord notice to end the tenancy, thereby ending the tenancy agreement. Therefore, the other co-tenant is required to move out or enter into a new tenancy agreement with the landlord. The landlord has applied for an order of possession as she has no intentions of entering into a tenancy agreement with the co-tenant.

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to an order of possession. Pursuant to section 55 of the *Residential Tenancy Act*, I am issuing a formal order of possession effective on or before 1p.m. on June 30, 2011, which is the effective date of the notice to end tenancy. The Order may be filed in the Supreme Court for enforcement.

Since the landlord has proven her case, I find that she is also entitled to the recovery of the filing fee. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for amount of \$50.00. 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 on or before **1:00 p.m. on June 30, 2011** and a monetary order for \$50.00.

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: June 24, 2011.

Residential Tenancy Branch