



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 the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord only. The tenants did not attend.

The landlord testified she served the female tenant with the notice of hearing documents, pursuant to Section 59(3) of the Residential Tenancy Act (Act) personally on December 31, 2011 in accordance with Section 89 and that that service was witnessed by a third party. I accept the tenant was served sufficiently for this hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession and to a monetary order to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement for a month to month tenancy that began on November 1, 2011 for a monthly rent of \$750.00 due on the 1st of each month and a security deposit of \$375.00 was paid.

The landlord provided a copy of a handwritten notice from the male tenant dated December 28, 2011 stating that he would be ending the tenancy on January 31, 2012. The landlord testified that the male tenant has already moved out but the female tenant has not.

Analysis

Section 45 of the *Act* states that a tenant may end a periodic (month to month) tenancy by giving the landlord a notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, and is the day before the day in the month that rent is payable under the tenancy agreement.

The notice must be, in accordance with Section 52, in writing; signed and dated by the tenant; give the address of the rental unit; and state the effective date. I find the notice received by the landlord to be a valid notice pursuant to Sections 45 and 52.

Residential Tenancy Policy Guideline 13 states that co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement.

The Guideline goes on to say that if one tenant provides to the landlord with proper notice to end tenancy the tenancy agreement will end on the effective date of that notice and all tenants must move out, even when the notice is not signed by all tenants.

Section 55 of the *Act* states that a landlord may seek an order of possession if a notice to end tenancy has been given by the tenant and the director may grant an order of possession before or after the date when a tenant is required to vacate the rental unit.

Conclusion

I find the landlord is entitled to an order of possession effective **January 31, 2012 after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$375.00 in satisfaction of this claim, in accordance with Section 72(2)(b). The balance of the security deposit must be dealt with in accordance with Section 38 of the *Act* at the end of the tenancy.

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 20, 2012.

Residential Tenancy Branch