



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, 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. Neither tenant attended.

The landlord testified the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by posting it on the rental unit door on May 5, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 3rd day after it was posted on the door.

Based on the testimony of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession resulting from a tenant's notice to end tenancy and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 45, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on February 8, 2012 for a month to month tenancy for \$875.00 due on the 1st of each month with a security deposit of \$437.50 paid March 1, 2012; and
- A copy of a typewritten note signed by one of the tenants giving the landlord "30 day" notice to end the tenancy at the dispute address noting "The house is in the same condition as when we moved in and will be when we move out." The landlord has noted she received this letter from the mail on April 28, 2012.

Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a tenancy by giving the landlord 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.

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

The Guideline goes on to say that if a tenant who is moving out gives the landlord 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 the tenants.

In the case before me, I find the documentary evidence and the undisputed testimony provided by the landlord confirm that one of the tenants named on the tenancy agreement gave notice to end the tenancy effective May 31, 2012. I find, therefore, based on the obligations outlined in Guideline #13 **all** tenants must vacate the rental unit on May 31, 2012.

Conclusion

I find the landlord is entitled to an order of possession effective **May 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 the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$437.50 in satisfaction of this claim. Any balance in the security deposit must be dealt with in accordance with the *Act*.

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: May 28, 2012.

Residential Tenancy Branch