



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB, FF

### Introduction

This hearing was scheduled to deal with a landlord's request for an Order for the tenant and other occupants to vacate the rental unit. In reading the details of dispute on the Application for Dispute Resolution it was apparent the landlord is seeking an Order of Possession based upon an agreement with the tenant. I have amended the Application accordingly.

The tenant did not appear at the hearing. The landlord testified that the hearing documents were posted on the door of the rental unit on May 21, 2013. The landlord testified that the tenant has not yet returned vacant possession of the unit to the landlord despite the tenant's notice to end the tenancy effective May 31, 2013. In the absence of evidence to the contrary, I found the tenant sufficiently served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord testified that he and the named tenant executed a written tenancy agreement for a tenancy set to commence April 1, 2013 for a fixed term set to expire May 31, 2013. The written tenancy agreement provides that the tenant was to vacate the rental unit at the end of the fixed term. The tenancy agreement provides that the tenant was to pay rent of \$1,350.00 on the 1<sup>st</sup> day of every month. The landlord explained did not produce a copy of the executed tenancy agreement as the tenant had the only signed copy. The landlord did provide a copy of the move-in inspection report signed by the tenant.

Although the parties had a written tenancy agreement providing for an end to the tenancy as of May 31, 2013 the tenant also gave the landlord a written notice to end tenancy on May 1, 2013. The landlord provided a copy of that document as evidence for this proceeding.

The letter dated May 1, 2013 is signed by the tenant and is entitled: "1-Month Notice to Vacate / End Tenancy". The letter indicates that the tenant will be vacating the rental unit on May 31, 2013. The landlord testified that he accepted this written notice and considers the tenancy to have ended on May 31, 2013; however, the tenant's roommate and possessions remain in the rental unit.

The landlord seeks to regain vacant possession of the rental unit and requests the appropriate order to do so.

### Analysis

Based upon the undisputed evidence before me, I accept that the landlord entered into a tenancy agreement with the person named as the tenant in this Application for Dispute Resolution.

Based upon the notice given by the tenant on May 1, 2013, which the landlord accepted, I find the tenancy ended May 31, 2013. Accordingly, I find the landlord is entitled to regain possession of the unit.

Provided to the landlord with this decision is an Order of Possession effective two days after service upon the tenant. The Order of Possession is to be served upon the tenant in person or posted on the door of the rental unit. If the Order of Possession is posted on the door of the rental unit it shall be deemed to be received three days after posting.

I make no award for recovery of the filing fee.

### Conclusion

The landlord has been provided an Order of possession effective two (2) days after service. The Order of Possession is to be served upon the tenant personally or by posting it on the door of the rental unit.

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 13, 2013

---

Residential Tenancy Branch

