



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAJESTIC HOME BUILDERS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: O

Introduction

This application was brought by the landlord seeking an Order of Possession based on the tenant's written Notice to end tenancy.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession based on the tenant's Notice to End Tenancy effective April 30, 2014?

Background and Evidence

The tenancy began on March 1, 2014 with rent of \$975.00 plus utilities and no security deposit was paid.

The landlord testified that they received a written notice dated April 11, 2014 containing the tenant's intent to vacate. A copy of the tenant's notice is in evidence, as excerpted below:

"We...hereby give notice that we will vacate the suite....on or before April 30, 2014."

This Notice was signed and dated by the tenant.

The landlord testified that the tenant did not vacate on the date that the tenancy was supposed to end and, in fact the tenants continue to reside in the rental unit. The landlord stated that the tenant has not paid any rent for April, May and June 2014.

The tenant confirmed that the arrears for rent are still outstanding.

The landlord testified that a Ten Day Notice to End Tenancy for Unpaid Rent dated April 2, 2014, was also issued and served on the tenant and the tenant has not disputed the Notice.

The tenant confirmed that they received a 10-Day Notice and that they did not file an application for Dispute Resolution to dispute the Notice.

The landlord is seeking an order of possession based on the tenant's notice.

Analysis

Based on the evidence and the testimony of the landlord, I find that the tenant agreed in writing to vacate the unit and turn over possession to the landlord effective April 30, 2014. I find the tenant's notice valid and enforceable under section 45 of the Act.

Based on the above facts I find that the landlord is entitled to an Order of Possession under the Act.

I hereby issue an Order of Possession in favour of the landlord effective two days after the order is served on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord is successful in the application and is granted an Order of Possession.

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 17, 2014

Residential Tenancy Branch

