



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal Providence Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

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### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession based on the tenants' notice ending the tenancy.

An agent for the landlord company attended the hearing, provided evidentiary material in advance of the hearing, and gave affirmed testimony. However, despite each of the tenants being individually served with the Landlord Application for Dispute Resolution, evidence, and notice of hearing documents by registered mail on August 22, 2014, no one for the tenants attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenants were served on that date and in that manner and have provided copies of the Canada Post receipt which shows the tracking numbers of the mailings, and I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession based on the tenants' notice ending the tenancy?

### Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on January 1, 2014 and expired on June 30, 2014 and then reverted to a month-to-month tenancy. The tenants still reside in the rental unit. Rent in the amount of \$1,175.00 per month is payable in advance on the 1<sup>st</sup> day of each month, and as far as the landlord's agent is aware, there

are no rental arrears. On December 6, 2013 the landlord collected a security deposit from the tenants in the amount of \$587.50 which is still held in trust by the landlord and no pet damage deposit was collected. A copy of the tenancy agreement has been provided, however only the first 4 pages of the 5 page document has been received, and no signatory page has been provided. The landlord's agent testified that it is the tenancy agreement that the parties entered into prior to the commencement of the tenancy.

The landlord's agent further testified that on July 21, 2014 the tenants gave to the landlord, by delivering it personally to an employee of the landlord company, a notice to end the tenancy. A copy has been provided and it is dated July 21, 2014 and contains an expected date of vacancy of the rental unit of August 31, 2014 at 1:00 p.m. The landlord's agent testified that the tenants have not vacated and the landlord requests an Order of Possession.

### Analysis

The *Residential Tenancy Act* states that a tenant may give notice to end a tenancy to a landlord so long as the fixed term has ended, the notice is given at least one month before the effective date, and is given before the day rent is due. In this case, I find that all criteria have been met; the tenants gave notice July 21, 2014 to end the tenancy by August 31, 2014 and rent is payable on the 1<sup>st</sup> of the month.

As described on the Residential Tenancy Branch website:

"When a tenant has given written notice to the landlord, it cannot be cancelled or withdrawn unless the landlord agrees in writing."

And:

**"Multiple tenants:** If any one of the tenants on a month-to-month tenancy agreement serves the landlord notice to end the tenancy, the tenancy ends for all of the tenants in the rental unit on the effective date of the notice. A written agreement with the landlord is required for any tenants who want to continue renting the unit."

In this case, I have no evidence before me that the landlord has agreed in writing to cancel the tenants' notice. The effective date has already passed, and I find that the landlord is entitled to an Order of Possession on 2 days notice to the tenants.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee, and I hereby grant a monetary order in favour of the landlord for that amount.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenants.

I further grant a monetary order pursuant to Sections 67 and 72 of the *Residential Tenancy Act* in favour of the landlord as against the tenants in the amount of \$50.00.

These orders are final and binding and may be enforced.

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: October 06, 2014

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Residential Tenancy Branch

