



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for an early end to the tenancy pursuant to section 56;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions.

It was clarified at the outset of the hearing that the landlord was requesting an order of possession not only on the grounds for an early end to the tenancy but also on the grounds that a notice to end tenancy was given by the tenant. Although the landlord did not specifically check off the box in the application stating the tenant breached an agreement with the landlord, I find the landlord's application was clear that this was one of the grounds for the application.

Issues

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on March 2015 with a monthly rent of \$750.00 payable on the 1st day of each month. The tenant paid a security deposit of \$375.00 at the start of the tenancy.

The landlord testified that on June 23, 2016 the tenant provided written notice to end the tenancy effective August 1, 2016. A copy of the written notice was provided by the landlord and included in the application served to the tenant. The written notice is signed and dated by the tenant, indicates the address of the rental unit and states the effective date of the notice.

The tenant submits that she did not provide notice to the landlord but acknowledged writing the notice. She stated she was unsure how the notice got into the landlord's possession. She submits she was under duress at the time of writing.

Analysis

Pursuant to section 44 of the Act, a tenancy ends if a tenant gives notice to end the tenancy. Pursuant to section 55(2)(a) of the Act, a landlord may request an order of possession of a rental unit if a notice to end tenancy has been given by the tenant

I dismiss the tenant's argument that she was under duress at the time of writing the notice or that she did not actually provide the notice to the landlord. The tenant did not provide any evidence to evidence to support the allegation that she was under duress at the time of writing the notice. I find the landlord came into possession of the notice as it was provided to the landlord by the tenant.

The written notice to end tenancy provided by the tenant stated an effective date of August 1, 2016. The notice given by the tenant was in compliance with the form and content requirements of section 52 of the Act.

The landlord was entitled to possession of the rental unit effective this date. In the hearing, the landlord agreed to extend the effective date of the Notice to August 31, 2016.

The landlord is granted an Order of Possession pursuant to section 55 of the Act.

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on August 31, 2016**. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: August 08, 2016

Residential Tenancy Branch