



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            OPN

### Introduction

This hearing convened as a result of a Landlords' Application for Dispute Resolution filed July 6, 2016 wherein the Landlords sought an Order of Possession based on a Tenant's Notice to End Tenancy.

Only the Landlords and the Tenant, A.S. appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord, E.F., testified they served the Tenant, J.G. with the Notice of Hearing and their Application on July 13, 2016 by registered mail. A copy of the registered mail tracking number is provided for on the cover page of this my Decision.

*Residential Tenancy Policy Guideline, "12. Service Provisions"* provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Under the Act documents served this way are deemed served five days later; accordingly, I find the Tenant, J.G. was duly served as of July 18, 2016 and I proceeded with the hearing in his absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

1. Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The Landlord E.F. testified on behalf of the Landlords. Also introduced in evidence was a copy of the Residential Tenancy Agreement between the Landlords and the Tenants. This evidence confirmed that the tenancy began April 1, 2015; monthly rent was payable in the amount of \$1,450.00; and, the Tenants paid a security deposit of \$725.00 and a pet damage deposit of \$725.00.

E.F. confirmed that the Landlords sought an Order of Possession of the rental unit as the Tenant, A.S., had given written notice to end the tenancy. E.F. stated that the Tenant J.G. has refused to vacate the rental unit, has threatened the Landlords and that the police have been called numerous times as a result of his behaviour.

The Tenant, A.S. testified as well. She confirmed that she provided the Landlord with written notice to end the tenancy on June 23, 2016. Introduced in evidence was a copy of this letter.

### Analysis

The Tenant, A.S., provided written notice to end her tenancy on June 23, 2016. This notice complies with both sections 45 and section 52 of the *Residential Tenancy Act*. A notice given by one tenant effectively ends the tenancy for all tenants. Accordingly, I find that the Tenant, A.S., ended the tenancy.

The Landlords are granted an Order of Possession pursuant to section 55 of the *Residential Tenancy Act*. This Order must be served on the Tenants and may, if necessary, be filed and enforced in the B.C. Supreme Court.

### Conclusion

The Tenant, A.S., gave notice to end the tenancy pursuant to sections 45 and 52 of the *Residential Tenancy Act*. Pursuant to this Notice, the Landlords are 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: August 26, 2016

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Residential Tenancy Branch