



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC. (AGENT)  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPN FFL

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession pursuant to section 55; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

LF ("landlord") appeared as agent on behalf of the landlord, and had full authority to do so. Both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution hearing package on March 23, 2018 by way of registered mail. The tenant acknowledged receipt of this package and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the tenant duly served with the landlord's application and evidence. The tenant did not submit any written evidence for this hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to recover the filing fee for this application?

### **Background and Evidence**

This tenancy originally began in August of 2016 with another tenant, EP. The tenant WH moved in with EP on August 1, 2017. An addendum to the tenancy agreement was signed on July 27, 2017 to add WH as a co-tenant, indicating a fixed-term tenancy that was to end on January 31, 2018. The landlord submitted a copy of this addendum in their evidence. Monthly rent is set at \$850.00, and the landlord had collected a security deposit in the amount of \$412.50 at the beginning of this tenancy, which the landlord

still holds. The tenant EP moved out on February 28, 2018 after giving written notice to the landlord that this tenancy would end effective February 28, 2018. The tenant WH remained in the rental unit, despite the landlord's communication that this tenancy ended on February 28, 2018 unless the tenant WH enters into a new tenancy agreement with the landlord. Both parties acknowledged that no new tenancy agreement was signed by WH and the landlord. The landlord testified that the tenant had paid rent to the landlord after EP moved out, but that the tenant WH was notified that these payments were for use and occupancy only.

The landlord sent a letter to the tenant WH dated March 8, 2018 notifying WH that this tenancy would end on March 31, 2018 at 1:00pm, and that the rent paid to the landlord was for use and occupancy only.

### **Analysis**

Residential Tenancy Policy Guideline #13 clarifies the rights and responsibilities relating to multiple tenants renting premises under one tenancy agreement.

Policy Guideline #13 states the following:

*"If the tenant who moves out gives proper notice to end the tenancy the tenancy agreement will end on the effective date of that notice, and all tenants must move out, even where the notice has not been signed by all tenants. If any of the tenants remain in the premises and continue to pay rent after the date the notice took effect, the parties may be found to have entered into a new tenancy agreement".*

I find that the notice to end tenancy submitted in the landlord's evidence to be valid. I accept the agent's testimony that the tenant EP gave proper notice to end this tenancy effective February 28, 2018 in accordance with section 45(1) of the *Act*. I find this notice complies with section 52 of the *Act*. I also find that it was made clear to the tenant WH that all rent payments after February 28, 2018 were for use and occupancy only. In accordance with Residential Tenancy Policy Guideline #13 and with section 45(1) of the *Act*, I find that this tenancy ended on the effective date of February 28, 2018 for both tenants.

In this case, this required the tenant and any occupant on the premises to vacate the premises by February 28, 2018. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession against the tenant WH, pursuant to section 55 of the *Act*.

As the landlord was successful in their application, I allow the landlord to recover the filing fee for this application. The landlord continues to hold the tenant's security deposit

of \$412.50. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain a portion of the tenant's security deposit in satisfaction of the monetary claim.

**Conclusion**

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I allow the landlord to retain \$100.00 of the tenant's security deposit in satisfaction of the monetary claim for recovery of the \$100.00 filing fee.

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 6, 2018

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Residential Tenancy Branch