



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPN FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on October 18, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on the Tenant's Notice to end tenancy

The Landlord attended the hearing. The Tenant attended the hearing for a couple of minutes, but hung up and did not reconnect. While the Tenant was on the line, she confirmed receipt of the Landlord's evidence and application. The Tenant stated she did not serve her evidence to the Landlord because she did not know she had to. Shortly after being informed her documentary evidence was inadmissible, because she did not serve it to the Landlord in accordance with the Rules of Procedure, the Tenant hung up. The hearing continued, and lasted approximately 15 minutes.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issues(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on the Tenants' notice to end tenancy?

Background and Evidence

The Landlord provided a copy of the Tenancy agreement into evidence. The Landlord also provided a copy of the written Notice to End Tenancy given by one of the Tenants, A.R., on July 1, 2019. The Landlord stated that he received this written notice from A.R. on July 1, 2019, and it was hand delivered to him. The notice indicates the address of the rental unit, the date the tenant would be moving out by (September 1, 2019). It is also signed by A.R.

The Landlord stated that A.R. moved out, but the remaining Tenant, S.G., has not left. As such, the Landlord is seeking an order of possession, based on the fact that the tenancy is over, due to the written notice.

The Tenant disconnected before she was able to provide testimony, and she did not reconnect before the hearing finished.

Analysis

In making my determinations on this matter, I note that as per the tenancy agreement provided into evidence, both A.R., and S.G. were tenants of the rental unit under a single agreement. This means that both of these two individuals are in a position to terminate the tenancy agreement and end the tenancy. As such, when A.R. provided written notice, on July 1, 2019, that he wanted to vacate the rental unit by September 1, 2019, I find this ended the tenancy for both tenants.

After reviewing the Notice to End Tenancy given by the Tenants to the Landlord, I find it complies with the form and content requirements under section 52 of the Act. I find it important to note that when a rental unit is rented under a single agreement, one tenant may end the tenancy for both parties. In this case, A.R. ended the tenancy when he gave Notice. There is insufficient evidence that a new tenancy agreement was signed, or that the tenancy was re-instated, with S.G.

Ultimately, I find that the Landlord is entitled to an Order of Possession, effective two days after it is served on the Tenant, based on the notice to end tenancy provided by A.R. The tenancy is ending.

As the Landlord's application was successful, and pursuant to section 72 of the *Act* I grant the Landlord the recovery of the cost of the filing fee in the amount of **\$100.00. I**

authorize the Landlord to retain \$100.00 from the Tenants' security deposit (as listed in the tenancy agreement) in full satisfaction of the recovery of the cost of the filing fee. The remaining deposit must be dealt with in accordance with section 38 of the Act.

Conclusion

The Landlord is granted an order of possession effective **two days after service** on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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 18, 2019

Residential Tenancy Branch