



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Society of Hope
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPN

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession. The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

Neither party raised any issues with the service of documents. The tenant acknowledged receipt of the landlord's notice of hearing documents and evidence on December 8, 2021. The tenant served no evidence to the landlord.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession based on a tenant's notice to end tenancy, pursuant to Section 45 and 55 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on May 29, 2020 for a month to month tenancy beginning on June 1, 2020 for a monthly rent of \$825.00 due on the 1st business day of each month with a security deposit of \$405.00 paid;
- A copy of the tenant's handwritten Notice to End Tenancy dated September 29, 2021 indicating the tenant intended to vacate the rental unit by November 30, 2021; and

- Copies of receipts for “Use and Occupancy” for payments made to the landlord for the months of December 2021, January 2022, February 2022, and March 2022.

The tenant acknowledged that she had sent the landlord the notice submitted but that she has not been able to find a new rental unit despite trying to find something since she issued her notice.

Analysis

Section 45(1) of the *Act* allows a tenant to end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice, and
- (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

A notice to end tenancy given under Section 45 must comply with Section 52 of the *Act*.

Section 52 of the *Act* requires that in order to be effective, a notice to end a tenancy must be in writing and must, when provided by a tenant:

- (a) be signed and dated by tenant giving the notice,
- (b) give the address of the rental unit, and
- (c) state the effective date of the notice.

There is no dispute from either party that the tenant served the landlord notice of her intent to end the tenancy or that the tenant still intends to move out of the rental unit. The landlord does not wish to reinstate the tenancy.

Residential Tenancy Policy Guideline #11 states that a landlord or tenant cannot unilaterally withdraw a notice to end tenancy and that a notice to end tenancy may only be withdrawn prior to the effective date of the notice with consent of the other party.

As there is no intention of either party to alter or withdraw the Notice to End Tenancy issued by the tenant, I find the landlord is entitled to an order of possession.

As the landlord has submitted a receipt for “Use and Occupancy” for the month of March, I find the order of possession will be effective March 31, 2022.

Conclusion

I find the landlord is entitled to an order of possession effective **March 31, 2022 after service on the tenant**. This order must be served 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: March 17, 2022

Residential Tenancy Branch