



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPN

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an order of possession as the tenant has given written notice to end the tenancy and has failed to vacate.

The landlord attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served on the tenant CB, in person, on January 14, 2022.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served on the tenant CH, in person at their place of work, on January 14, 2022.

I find the tenants were served on January 14, 2022, in accordance with section 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

The landlord testified that on June 30, 2021, the tenant CH gave written notice to end the tenancy effective August 1, 2021. The landlord stated CH moved out; however, the tenant CB refuses to leave. The landlord stated CB has not paid any rent since CH

vacated and the tenancy has not been reinstated. Filed in evidence is a copy of the written notice to end the tenancy signed by CH.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

#### **Tenant's notice**

- 45** (1)A tenant may 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 tenant can end a tenancy by giving the landlord a written notice. A tenancy may also end if the landlord and any tenant or co-tenant mutually agree in writing to end the tenancy. When a tenancy ends in these circumstances, the notice or agreement to end the tenancy applies to all co-tenants

In this case, I am satisfied that the tenant CH gave notice to end the tenancy effective August 1, 2021, and vacated the rental unit; however, the tenant CB has failed to vacate as required. CB has not paid any rent since their co-tenant gave notice to end tenancy therefore has not established a new tenancy.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

### Conclusion

The landlord is 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: March 31, 2022

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Residential Tenancy Branch