



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession based on tenant's written notice to end tenancy pursuant to section 55.
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

Issues

Is the landlord entitled to an order of possession? Is the landlord entitled to recover the filing fee?

Background and Evidence

The tenancy began on August 1, 2022 with a monthly rent of \$1350.00 payable on the 1st day of each month. The tenant paid a security deposit of \$675.00 at the start of the tenancy.

The landlord testified that the tenant has provided multiple written notices to end the tenancy on a monthly basis. Copies of the written notices to end tenancy from the tenant were provided as evidence. The written notices are signed and dated by the tenant, indicates the address of the rental unit and states the effective date of the notice.

The tenant acknowledges providing written notice to the landlord but argues that the landlord told her she would not re-rent the unit until she found other accommodation and the unit was empty.

The landlord denies having any such discussion with the tenant.

Analysis

Pursuant to section 44 of the Act, a tenancy ends if a tenant gives notice to end the tenancy. Pursuant to section 55(2)(a) of the Act, a landlord may request an order of possession of a rental unit if a notice to end tenancy has been given by the tenant

I dismiss the tenant's argument that she was advised she would not have to move until she secured other accommodation. The tenant has issued multiple notices to end tenancy and has failed to vacate as per the effective date of each notice. It is the tenant's responsibility to do her due diligence and secure alternative accommodation before issuing a notice to end her tenancy. The tenant is bound by the written notices and must vacate.

The written notices given by the tenant were in compliance with the form and content requirements of section 52 of the Act. The parties confirmed the tenant has paid rent for use and occupancy for the month of March 2023. Therefore, the landlord is entitled to possession of the rental unit effective March 31, 2023.

The landlord is granted an Order of Possession pursuant to section 55 of the Act.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application. This amount can be retained from the tenant's security deposit.

Conclusion

I grant an Order of Possession to the landlord effective **March 31, 2023**. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 14, 2023

Residential Tenancy Branch