



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      OPN FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held, via teleconference, on May 23, 2023. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based off of the Tenant's written notice; and,
- to recover the filing fee from the tenant for the cost of this application.

The Landlord attended the hearing and provided affirmed testimony. The Tenants did not attend the hearing. The landlord testified that he sent the Notice of Hearing package to each of the tenants on April 17, 2023, and a evidence package to each of the Tenants on May 2, 2023. Mail tracking was provided into evidence. I find the tenants are deemed to have received these packages on September 25, 2017, the fifth day after they were mailed, pursuant to Section 90 of the *Act*.

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 explained that there are two tenants, as laid out on the tenancy agreement. One of the Tenants on the tenancy agreement, DS, gave his written notice to the Landlord that he wanted to terminate his tenancy effective May 31, 2023. This letter was signed as of April 7, 2023, by DS and noted the address of the rental unit.

The Landlord is seeking an order of possession as of May 31, 2023, since he does not want to continue the tenancy with the other Tenant, RK.

### Analysis

In making my determinations on this matter, I note that as per the tenancy agreement provided into evidence, both DS and RK 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 DS provided written notice that he wanted to “terminate” the lease effective May 31, 2023, I find this ended the tenancy for both tenants.

I find that the Landlord is entitled to an Order of Possession, effective May 31, 2023. The tenancy is ending for both tenants, E.S. and G.L.

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 currently held.

### Conclusion

The Landlord is granted an order of possession effective **May 31, 2023, at 1 pm, after service** on the Tenants. If the Tenants fail 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: May 25, 2023

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Residential Tenancy Branch