



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPB

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;

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 9:10 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 9:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on January 12, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenants by registered mail. Registered mail tracking numbers were provided in support of service.

Based on the above evidence, I am satisfied that the tenants were served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

Issues

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy for this two bedroom apartment unit began on November 1, 2015 with a monthly rent of \$870.00 payable on the 1st day of each month. The tenants paid a security deposit of \$435.00 at the start of the tenancy. The tenancy is on a month-to-month basis.

The landlord testified that on November 21, 2016 the tenant R.L. provided written notice to end the tenancy effective December 31, 2016. A copy of the written notice was provided by the landlord. The written notice is signed and dated by the tenant, indicates the address of the rental unit and states the effective date of the notice.

The landlord testified that although R.L. has vacated the rental unit, her husband R.G.L. continues to occupy the rental unit.

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

R.L. and R.G.L are both named as tenants in the tenancy agreement. Co-tenants are all bound by a notice to end tenancy even if the notice is not signed by all the tenants. All co-tenants must move out on the effective date of the notice.

The notice given by the tenant was in compliance with the form and content requirements of section 52 of the Act. The written notice to end tenancy provided by the tenant R.L. stated an effective date of December 31, 2016. The landlord was entitled to possession of the rental unit effective this date.

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

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) 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: February 03, 2017

Residential Tenancy Branch

