



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: CNL, MNSD, OLC, O

Landlord's Application: MNDC, FF, O

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied to cancel a Notice to End Tenancy and requested other relief related to the provision of a condition inspection report. The landlord applied for a monetary award

Issue(s) to be Decided

Is there a valid Notice to End Tenancy and should an order be made to cancel it?

Is the tenant entitled to any other relief?

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began on August 1, 2013 for a fixed term ending July 31, 2014. The tenancy agreement did not contain an explicit provision requiring the tenant to move out at the end of the fixed term. Instead it contained references to a 3 month renewal and of the option of giving a one

month notice requiring the tenant to move out at the end of the term. The landlord sent the tenant an e-mail message on June 30, 2014 saying that he did not intend to renew the tenancy agreement and her tenancy would be over at July 31st. The e-mail notice was not an approved form of landlord's notice under the *Residential Tenancy Act*, however the tenant submitted an application for dispute resolution on July 22, 2014 to apply to cancel what she referred to as a Notice to End Tenancy for landlord's use. The tenant requested a monetary order in the amount of \$2,975.00 said to be for the return of her security deposit. The tenant also requested the delivery to her of an original move-in condition inspection report.

The landlord applied for compensation in the amount of \$5,000.00 said to be compensation due from the tenant because she has refused to move out at the end of the term of the tenancy and her over holding has prevented the landlord from completing an agreement to sell the rental unit.

At the hearing the tenant said that she had faxed a document to the landlord and to the Residential Tenancy Branch to confirm that she will move out of the rental unit on September 30, 2014. I check after the hearing and was unable to locate any documents sent by the tenant with respect to this proceeding. The tenant said at the hearing that she would move out of the rental unit by 4:00 P.M. on September 30th. The landlord agreed to allow the tenancy to continue until then.

Analysis

The landlord claimed a monetary award for damages resulting from the tenant's over holding, but the landlord did not issue a valid Notice to End Tenancy Notice to End Tenancy and I find that the tenancy agreement was ambiguous and ineffective in ending the tenancy as of July 31, 2014. Rent has been paid for the month of September and the tenant has agreed that the tenancy will end of September 30th. I therefore deny the landlord's claim for a monetary award. The landlord claimed late fees of \$30.00 per

month; they exceed the \$25.00 amount permitted by the Residential Tenancy Regulation and the claim for late fees is denied.

The tenant requested delivery of a copy of the condition inspection report; I decline to make any order with respect to the condition inspection report or the tenant's security deposit. The security deposit will be dealt with in accordance with the provisions of the *Residential Tenancy Act* at the end of the tenancy and if anything turns upon the condition inspection report, it may be raised by the tenant if there is a future application by either party.

Conclusion

I grant the landlord an order for possession effective September 30, 2014 after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court. All other claims in these applications are dismissed. I make no award with respect to the filing fees paid on either application.

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: September 24, 2014

Residential Tenancy Branch

