



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DENNISON PROPERTY MANAGEMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPB, FF (Landlords' Application)
 OLC, O (Tenants' Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Tenants and the Landlords.

The Landlords applied for an Order of Possession on the basis that the Tenants have breached an agreement with the Landlords and to recover the filing fee. The Tenants applied for the Landlords to comply with *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and for "Other" issues.

An agent for the Landlords and the female Tenant appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants' Application and their documentary evidence. The Tenant confirmed receipt of the Landlords' Application. The Landlords' agent confirmed that she had not provided any evidence prior to this hearing. The hearing process was explained to the parties and they had no questions about the proceedings.

Preliminary Issues

At the start of the hearing, the parties confirmed that the Tenants had vacated the rental unit at the end of August 2016. Therefore, I informed the parties that as the issues on the parties' Application were now moot, there were no legal findings for me to make on parties' Applications. Therefore, I dismissed both Applications without leave to re-apply.

The Landlords' agent explained that she had asked the Tenants to cancel this hearing but the Tenants refused stating that they were going to appear for this hearing to argue their case. The Tenant confirmed this during the hearing. The Tenant stated that she should have been provided with a valid notice to end the tenancy and that she had been advised by the Residential Tenancy Branch to open this file. The Tenant had provided a

signed copy of the tenancy agreement into evidence prior to this hearing. This six page tenancy agreement contains a clause which reads as follows:

“The Lessor and the Lessee agree that this tenancy agreement shall terminate absolutely on the 31st day of July, 2016 and the Lessee will vacate the premises on that date unless the Lessor and Lessee enter into a new mutually acceptable fixed term or month to month tenancy agreement in writing on or before May 31, 2016.”

[Reproduced as written]

The Landlord referred to this clause during the hearing and stated that the Tenant was sent an email informing her that the tenancy was not going to be renewed or extended beyond the fixed term date and that the Tenant fully understood the terms of the tenancy agreement. The Tenant stated that she did not sign the above clause of tenancy agreement despite providing a copy of the tenancy agreement where this clause was boxed in by a thick black line. However, the Landlord pointed to the initials of the Tenants on each page of the tenancy agreement including the signature block at the end of the tenancy agreement.

I attempted to explain to the Tenant during the hearing that as she had moved out of the rental unit, the manner in which the tenancy had ended was now a moot issue. However, I felt it important to explain the provisions of the Act to the Tenant during the hearing so that she had a full understanding of how this tenancy ended and with the goal of providing information and education to the Tenant.

Section 44 of the Act stipulates how a tenancy ends. In particular, Section 44 (1) (b) of the Act states that a tenancy ends if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy. The agreement clearly stipulates the end of tenancy date being July 31, 2016 and that the Tenant is to vacate the rental unit after this point. Therefore, there is no requirement for any of the parties to provide a written notice to end tenancy pursuant to the tenancy agreement and the Act. Rather, the tenancy agreement signed by the parties informs and instructs the parties of how the tenancy is to end.

The Tenant appeared to be confused and asserted that the Landlord should have served her with a 2 month notice to end tenancy for Landlord's use of the property which requires compensation. I informed the Tenant that a 2 month notice to end tenancy can only be issued in a periodic (month to moth) tenancy and one that does not require a Tenant to vacate after a fixed term has ended. Therefore, there was no

requirement on the Landlords to end the tenancy with such a notice to end tenancy and the Tenants are not eligible to any compensation. Despite repeated attempts to explain this to the Tenant during the hearing she still appeared confused and I informed her that I would explain this in the written decision as detailed above.

Conclusion

The Tenant has vacated the rental unit and the tenancy has ended pursuant to the tenancy agreement and the Act. Therefore, I dismiss both Applications without leave to re-apply. 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 07, 2016

Residential Tenancy Branch