



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPN, MNDCL-S, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord filed under the Residential Tenancy Act, (the “*Act*”) to an order of possession to enforce the Tenant’s Notice to end the tenancy (the “*Notice*”) issued to the Landlord on April 6, 2020, for a monetary order for compensation for loss, and to recover the filing fee for this application. The matter was set for a conference call.

Two Agents for the Landlord (the “Landlord”), and three Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenants were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before 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 to be Decided

- Is the Landlord entitled to an order of possession, pursuant to section 55 of the *Act*?
- Is the Landlord entitled to a monetary order for compensation?
- Is the Landlord entitled to the recovery of the filing fee for this application?

### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement shows that this tenancy began on April 1, 2018, as a two-year fixed term tenancy ending on March 31, 2020 and rolling into a month to month tenancy; rent in the amount of \$1,900.00 is to be paid by the first day of each month and that the Tenants had paid a \$950.00 security deposit at the outset of this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that the Tenants sent them an email on April 6, 2020, giving Notice to end their tenancy as of March 31, 2020. The Landlord submitted a copy of the Tenant's Notice to end the tenancy into documentary evidence.

The Tenants testified that the email was not a notice to end tenancy.

The Landlord confirmed that the monetary claim was for money lost due to the Tenants ending their tenancy early.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities:

I have reviewed the email submitted into evidence by the Landlord, and I find that the email is not a notice to end tenancy. Accordingly, I dismiss the Landlord's claim for an Order of Possession to enforce the Tenant's Notice to end the tenancy, as there was no notice issued by the Tenant.

As this tenancy is not ending, I find that there is no need to address the Landlord's additional claim before me, for a monetary order for compensation, due to the Tenant ending the tenancy early.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was not successful in their application, I find that the Landlord is not entitled to recover the \$100.00 filing fee.

Conclusion

I dismiss the Landlord's application in its entirety.

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: June 1, 2020

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Residential Tenancy Branch