



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified, and the landlord confirmed, that the tenants served the landlords with the notice of dispute resolution form and supporting evidence package. The landlord testified, and the tenant confirmed, that the landlord served the tenant with their evidence package. I find that all parties have been served with the required documents in accordance with the Act.

At the outset, I advised the parties of rule 6.11 of the Residential Tenancy Branch (the "**RTB**") Rules of Procedure (the "**Rules**"), which prohibits participants from recording the hearing. The parties confirmed that they were not recording the hearing. I also advised the parties that pursuant to Rule 7.4, I would only consider written or documentary evidence that was directed to me in this hearing.

Preliminary Issue: Tenant Vacated the Rental Unit December 31, 2021

The tenant and landlord entered into a fixed term tenancy agreement December 1, 2020 through December 31, 2021. Rent was set at \$2000.00 per month.

On November 09, 2021, the tenant approached the landlord about continuing the tenancy on a month-to-month basis until the summer. In the email exchange, the landlord, in the tenant's words, made a vague reference this may not work as he may have other plans for the unit. The tenant interpreted this to mean the landlord was moving into the unit.

In the tenant's own words, she "assumed" based on the exchange the landlord planned to occupy the rental unit himself and felt "pressured" to move. The landlord never issued a Two- Month Notice. The tenant moved out of the rental unit on December 31, 2021.

On December 27, 2021, the tenant filed an application for dispute resolution requesting "an order requiring the landlord to comply with the *Act*, regulation, or tenancy agreement" after she saw successive advertisements on Facebook listing that rental unit for substantially higher rent. She states she would not have moved, had she known the landlord was just planning to re-rent the unit for a higher rent and not move in himself.

The tenant vacated the rental unit on December 31, 2021 thereby terminating the tenancy agreement between the parties. After the tenant gave notice, the landlord was within his legal right to advertise and re-rent the unit.

Conclusion

The tenant terminated the tenancy agreement when she vacated the rental unit on December 31, 2021; thus, the *Act* and regulations no longer apply as there is no current tenancy agreement in place for me to consider.

The tenant's application is dismissed wholly, without leave to reapply.

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 8, 2022

Residential Tenancy Branch