

DECISION

Dispute Codes OPB, AAT, CNR, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution.

The Landlords filed requesting an order of possession for the rental unit.

The Tenants filed requesting to cancel a Notice to End Tenancy, for a monetary order under the Act or tenancy agreement, to allow access to the unit and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Are the Landlords entitled to an order of possession?

Are the Tenants entitled to the relief sought?

Background and Evidence

At the outset of the hearing the Landlords testified that the Tenants had vacated the unit, and therefore, an order of possession is no longer required.

The Tenants entered into a fixed term tenancy agreement with their previous landlord, who subsequently sold the property to these Landlords.

The fixed term of the tenancy agreement was to run from May 1, 2009, until July 31, 2009.

The Tenants claim they should have been given a two month Notice to End Tenancy by the Landlords as they were going to occupy the rental unit, which would entitle them to one month rent in compensation. The Tenants argue the fixed term tenancy is not valid, since the prior landlord did not initial the correct box on the form. The Tenants did initial the box on the form indicating they understood they would vacate the rental unit at the end of the fixed term, July 31, 2009. The Tenants vacated the rental unit on July 31, 2009.

Analysis

The Landlords' Application is dismissed, as an order of possession is no longer required.

The Tenants' Application is also dismissed, as they agreed to vacate the rental unit on July 31, 2009, in the fixed term tenancy agreement. They are not entitled to the monetary relief sought, as the Landlords were not required to give a Notice to End Tenancy in a fixed term tenancy.

The fact the prior landlord did not initial the box does not invalidate the acknowledgement of the Tenants to act in accordance with the fixed term agreement.

The Tenants were reminded in writing by the prior landlord in the middle of June of 2009, that the fixed term agreement was coming to an end.

At all times the prior landlord, these Landlords and the Tenants acted in accordance with the fixed term agreement.

Therefore, I do not find that the failure by the previous landlord to initial a box on the form invalidates the agreement by the Tenants to adhere to the fixed term tenancy.

Conclusion

Both Applications are dismissed as neither party is entitled to the relief sought.

As neither party applied to keep or have the security deposit returned, I have informed the Landlords to return the security deposit to the Tenants within five days of the date of receipt of this decision. If the Landlords do not return the security deposit, the Tenants have leave to apply for return of double the security deposit.

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 02, 2009.

Dispute Resolution Officer