



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution to cancel a 1 Month Notice to End Tenancy for Cause.

The parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to 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.

### Issue(s) to be Decided

Has the Tenant established an entitlement under the Residential Tenancy Act (the "Act"), regulations or tenancy agreement to an order cancelling the Notice to End Tenancy?

### Background and Evidence

The tenancy agreement entered into evidence indicates that this tenancy started on November 17, 2006, for a three month fixed term, ending on February 28, 2007. The tenancy agreement was amended for additional three months fixed terms thereafter, with the latest one ending on March 31, 2011. Monthly rent began at \$325.00 and is currently \$347.00, and a security deposit of \$162.50 was paid by the Tenant on November 17, 2006.

According to the tenancy agreement, the Tenant agreed to vacate the rental unit at the end of the fixed term.

Although the Tenant applied to cancel a Notice to End Tenancy for Cause, the Tenant admitted that he had not been issued a Notice, but rather he received a letter from the Landlord informing him the fixed term tenancy was not being renewed and that the tenancy expired on March 31, 2011, according to the amended agreement. According to the Tenant, this was the Notice to End Tenancy he is applying to cancel.

The Landlord testified, reaffirming that the fixed term tenancy has ended, pursuant to the courtesy letter addressed to the Tenant, and that she wished the Tenant to vacate the rental unit.

After a request by the Tenant, the Landlord agreed to allow the Tenant to remain in the rental unit until April 30, 2011.

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

Section 44 (1) (b) of the Act states a tenancy ends if the tenancy agreement is a fixed term tenancy that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

I find that by operation of the fixed term in the tenancy agreement, this tenancy ended on March 31, 2011, as explained to the Tenant in the letter sent by the Landlord.

I find that the Landlord did not issue a Notice to End Tenancy for Cause and therefore I dismiss the Tenant's Application to cancel a Notice to End Tenancy, without leave to reapply.

### Conclusion

The Tenant's application is dismissed 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: April 13, 2011.

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Residential Tenancy Branch