



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OLC, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Has the landlord contravened the *Act* or the tenancy agreement? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on February 01, 2012. Rent is \$875.00 due on the first of each month. On March 30, 2014 the parties entered into a mutual agreement to end tenancy with an effective date of July 31, 2014. On July 09, 2014, the tenant applied for dispute resolution to overturn this agreement. The tenant stated that he signed "under duress"

Despite the application to overturn the mutual end to tenancy agreement, on August 29, 2014, the tenant gave the landlord notice to end tenancy effective October 01, 2014. This notice was provided by email to the landlord who filed a copy of the email in his evidence package.

The tenant stated that the landlord has been harassing him with requests not to park on the driveway as he has done since the start of tenancy. The landlord pointed out that the tenancy agreement specifically stated that the driveway was for the use of emergency vehicles and parking on the driveway, was not permitted. The tenant has assigned parking in a different area.

### **Analysis**

The tenant's reason for this application was to overturn the mutual agreement to end tenancy. However after making application, the tenant has indicated in writing that he intends to end the tenancy. Therefore, the tenant's application is moot.

The tenant is required to park his vehicle in the spot assigned to him according to a term in the tenancy agreement.

Since the tenant's application was not necessary, he must bear the cost of filing his application.

### **Conclusion**

The tenant's claim is dismissed 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: September 10, 2014

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Residential Tenancy Branch

