



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the Application) made by the Tenants for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement. The Tenants also applied for the recovery of the filing fee and for 'Other' issues of which none were disclosed during the hearing.

The Landlord who was the property manager appeared for the hearing with a trainee property manager. The owner of the property also appeared for the hearing and so did the female Tenant. All testimony was taken under affirmation and the Tenant consented to allow the Landlord's trainee property manager to observe the hearing.

The Landlord confirmed receipt of the Tenants' Application and their documentary evidence. The Tenant confirmed receipt of the Landlords' evidence; however, the Landlords' evidence was not before me. However, there was no need for the Landlord to refer to this evidence during the hearing as it transpired not to be relevant.

Preliminary Issues

The Tenant was asked about her monetary claim against the Landlord. The Tenant testified that this tenancy started on November 1, 2013 for a fixed term of one year due to end on October 31, 2014. The Tenant provided the written tenancy agreement into evidence which shows that both parties had initialed the agreement confirming that at the end of the fixed term, the tenancy ended and the Tenants were required to vacate the rental unit.

The Tenant argued that the Landlord had informed her prior to the ending of the tenancy that the owner of the rental unit did not want to renew the tenancy because she was going to be moving back into the unit. On this basis the Tenant submitted that the Landlord offered to mutually agree to end the tenancy if she wanted to move out earlier. The Tenant testified that she moved out of the rental suite earlier on August 31, 2014. The Tenant submitted that the Landlord had ended the tenancy illegally and had not provided her with any proper legal notice to end the tenancy or any compensation for the fact that the tenancy was being ended for the Landlord's use of the property.

The Tenant confirmed that her monetary claim all related to costs associated with the 'illegal eviction' and resulting moving expenses, as well as for pain and suffering for having to leave the

tenancy. The Landlord stated that his position was that the tenancy was ending at the end of October 31, 2014 and they had informed the Tenant prior to this expiry date that they were not going to be renewing or signing a new tenancy agreement which they were entitled to do.

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

I informed the Tenant that she had signed and initialed the tenancy agreement with the Landlord agreeing that the tenancy would end on October 31, 2014 and that the agreement required the Tenants to move out on this date. There was no obligation on any of the parties to provide any notice to end the tenancy as the agreement itself informs the parties of when the tenancy was to end.

Therefore, irrespective of what the Tenant was told about how the rental unit was intended to be used after the tenancy was to end on October 31, 2014, there was no obligation for the Landlord to provide any proper legal notice or compensation to the Tenants for ending the tenancy on October 31, 2014.

I found that the Tenants had left of their own volition earlier and the Landlord took no issue with this as he had offered to mutually agree to end the tenancy earlier at the request of the Tenants. In this regard, the Tenant would not have had a basis to claim that the Landlord had ended the tenancy illegally as this was not the case in this tenancy.

The Tenant understood the provisions of the Act in relation to the tenancy agreement after I had explained them during the hearing. The Tenant made the decision to withdraw her Application. As a result, I dismissed the Tenant's monetary claim without leave to re-apply.

Conclusion

For the above reasons, I dismiss the Tenants' Application **without** leave to re-apply.

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: May 14, 2015

Residential Tenancy Branch