



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Creekside Apartment RDC Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OLC FF

Introduction

This hearing was scheduled to deal with an application by the tenants for an order cancelling the landlord's 1 Month Notice to End Tenancy dated September 30, 2015 and an order that the landlord comply with the Act, regulation and/or the tenancy agreement. The tenants also requested recovery of the filing fee.

Both parties attended the hearing and had an opportunity to be heard.

At the outset of the hearing the landlord advised that the tenants had given one month's written notice that they were terminating the tenancy effective December 31, 2015. This notice was dated November 27, 2015. The tenants confirmed that they have found a new place to live and would be vacating the rental unit on or about December 21, 2015. The tenants did express however that they were only leaving because they had received the 1 Month Notice to End Tenancy from the landlord and they no longer felt happy living at the residential property. The tenants confirmed their wish to recover the cost of filing this application.

For its part, the landlord requested an order of possession effective December 31, 2015 pursuant to the tenant's written notice. The landlord also confirmed that it would reimburse the tenant for the cost of this application in the amount of \$50.00

Analysis

As I explained to the parties at the hearing, even though the tenants felt they had no choice but to give written notice to terminate the tenancy, their written notice had the effect of superseding the 1 Month Notice to End Tenancy that had been served by the landlord. As a result, the tenant's application for an order cancelling the 1 Month Notice was moot or no longer in issue. As well, the tenant's application for an order that the

landlord comply with the Act, regulations and/or tenancy agreement being concerned as it is with the details surrounding the issuing of the 1 Month Notice is also, in my view, moot. The tenants did state at the hearing that they may seek monetary compensation at a future date in connection with this tenancy.

Conclusion

Based on the foregoing, I dismiss the tenant's application for an order cancelling the landlord's Notice to End Tenancy and an order that the landlord comply.

I order that the landlord reimburse the tenant for the \$50.00 cost of making this application.

I further order that the tenant vacate the rental unit by no later than 1:00 p.m. on December 31, 2015.

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: December 02, 2015

Residential Tenancy Branch

