



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LTE Ventures Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNSD, OPB

Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a tenancy agreement that required the tenant vacated the end of the fixed term, and requesting a Monetary Order in the amount of \$946.00 and recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not an Order of Possession should be issued based on a fixed term tenancy agreement, and whether or not a Monetary Order should be issued for outstanding rent.

Background and Evidence

The landlords testified that the tenants had signed a fixed term tenancy agreement on September 29, 2014 that required that they vacate the rental unit on October 31, 2015 unless a new lease agreement had been negotiated.

The landlord further testified that they offered the tenant a one-year lease renewal, and that the tenant had signed the renewal and returned it to them.

The landlord's further testified that they had inadvertently neglected to include the husband on the lease renewal and therefore they rescinded the lease renewal and requested that the tenant sign a new lease that included the husband, however the tenant has refused to do so.

The landlords are therefore requesting an Order of Possession based on the previous fixed term tenancy agreement that required that the tenant vacate at the end of the term if the new lease was not in place.

The landlords are also requesting a Monetary Order for rent for the month of January 2016 because, although they have received the rent cheque from the tenant, they do not yet know whether the cheque will be honored by the bank.

The tenant testified that at the end of the previous fixed term tenancy the landlords presented her with a new fixed term tenancy agreement which she signed and returned to the landlords and therefore she believes the landlords should be bound by that agreement.

The tenant argues that the landlord should not be allowed to rescind the tenancy agreement after it has already been signed.

The tenant further testified that she has supplied the landlords with the rent cheque for the full rent for the month of January 2015 in the agreed-upon amount of \$946.00.

Analysis

It is my decision that I will not issue an Order of Possession to the landlords.

The landlords testified that they presented a tenancy agreement to the tenant, and the tenant signed and returned that tenancy agreement. The landlords are therefore bound by that tenancy agreement and cannot unilaterally rescind the agreement, even if they inadvertently failed to include the tenant's husband on the tenancy agreement.

Secondly, in the new tenancy agreement the tenant had agreed to pay \$946.00 rent, and the tenant has provided the landlord with a rent cheque in that amount for the month of January 2016. I therefore also deny the request for a Monetary Order as the landlords have provided no evidence to show that it's unlikely the rent cheque will be honored.

Having denied the Order of Possession and the Monetary Order I also Order that the landlords bear the \$50.00 cost of the filing fee.

Conclusion

This application has been dismissed in full 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: January 04, 2016

Residential Tenancy Branch

