



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Tower Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OLC FF

Introduction

This hearing dealt with an application by the tenants for an order that the landlord comply with the terms of the tenancy agreement. The tenant also requested recovery of the \$50 filing fee from the landlord. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Are the tenants entitled to the requested order?

Background and Analysis

The issue in question in this matter is really one of interpretation of contract. The parties entered into a fixed term tenancy agreement that commenced on May 1, 2015. The agreement stipulates that the tenants must vacate the rental unit at the end of the fixed term on April 30, 2016. The tenants do not want to move out on that date and believe there is a flaw in the contract that would render the provision regarding move-out void and the landlord believes the provision in the contract is valid.

I advised the parties that at this time I believe the parties are asking me to interpret the contract without any basis for an order that I can make. In other words, at this point, the landlord has not given the tenants a Notice to End Tenancy and the time has not come yet for the tenants to not move out according to the lease. As a result, I find that this application is premature.

I could order the landlord to comply with the terms of the tenancy agreement but the landlord would still be interpreting the agreement in the way they currently are.

Accordingly, I dismiss this application as premature in the circumstances.

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: March 08, 2016

Residential Tenancy Branch

