



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AWM - Alliance Real Estate Group Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      O, FF

This hearing was set to deal with an application by the landlord for an order of possession, although it was not described as such on the Application for Dispute Resolution. Both parties appeared and had an opportunity to be heard.

By the date of the hearing the tenant had already moved out of the rental unit thereby rendering the landlord's application moot.

### Issue, Facts and Analysis

The remaining issue was the landlord's application for reimbursement from the tenant of the fee it had paid for this application.

The fundamental issue between the parties is whether they had a tenancy agreement that required the tenant to move out of the rental unit on or before February 29, 2016, or whether they had agreed to extend the term of the tenancy for an additional six months.

On March 1 the March rent was deducted from the tenant's bank account. The tenant took the position that this created a month-to-month tenancy and he would not move out of the rental unit unless the tenancy was ended in accordance with the *Residential Tenancy Act*. In his written submission he stated that he did consent to the March rent being accepted for use and occupancy only, as the landlord had purported to do.

On March 4 the landlord filed this application for dispute resolution. The hearing was set for April 8, 2016. The tenant filed evidence disputing the landlord's claim on March 31, 2016.

On April 1 the tenant moved out of the rental unit. He also filed his own Application for Dispute Resolution against the landlord claiming a monetary order. The file number of that application is noted on the front page of this decision. The hearing of the tenant's application is set for May 5, 2016.

If the tenant had given the landlord written notice to end tenancy effective April 1, 2016, this application would not have been necessary. If the tenant had stayed in the rental unit and the outcome of this hearing had been in his favour, the tenancy would have continued and the landlord would not have been entitled to reimbursement of the filing fee. However, the tenant did not give the landlord any indication that this application would not be necessary. Further, he chose to move rather than wait for the outcome of this hearing. The consequence of that decision is that the landlord obtained the result it was applying for on this application.

In light of these circumstances I find that the landlord is entitled to reimbursement from the tenant of the \$100.00 fee he paid to file this application. Pursuant to section 72 this amount may be deducted from the security deposit held by the landlord.

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: April 19, 2016

---

Residential Tenancy Branch