



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing via conference call and provided affirmed testimony.

It was clarified with both parties that the tenant seeks a determination on whether the current tenancy is for a month-to-month tenancy or for a fixed term tenancy with no remedy sought.

Issue(s) to be Decided

Is the tenant entitled to a determination on whether the current tenancy is for a month-to-month or for a fixed term?

Background and Evidence

The tenant brought this application seeking a determination as to whether the current tenancy is a month-to-month or a fixed term tenancy. Both parties agreed that the tenant resides in a rental unit pursuant to a tenancy agreement with the landlord. The tenant explained that he made this application because he was told by the landlord that they intend to sell the rental unit and he requires proper notice before moving. The tenant maintained that he anticipates being served with either a 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) or a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) but he has not yet received one from the landlord. The landlord confirmed that he intends to sell the rental unit but they have not yet done so, nor have they served the tenant with any notice(s) to end tenancy.

Analysis

I find that the determination and decision requested by the tenant is not appropriate. The landlord has not advanced a claim against the tenant, nor has he served the tenant with any notices to end tenancy. The tenant does not have a dispute with the landlord, for which he is claiming specific relief.

If the landlord makes a claim or serve a notice to end tenancy, it will be open to the tenant to reply to the application and present evidence and make submissions in opposition to the landlord's claim. If a dispute arises and the tenant chooses to file a claim against the landlord, the landlord may reply and present supporting evidence. At that time, the parties can raise the issue as to whether the Residential Tenancy Branch to hear the matter and make a determination to resolve the dispute and provide relief. However, it is not appropriate for me to make a pre-emptive determination as to the merits of either party's claims before they have been made.

Pursuant to section 59(5) (a) of the *Act*, I can refuse to accept an application if it does not disclose a dispute that may be determined. I find that the tenant has not identified any relief to which she is entitled on this application and her application is dismissed.

I decline to make an order for the recovery of the filing fee.

Conclusion

The tenant's application is dismissed.

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 16, 2017

Residential Tenancy Branch