



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes CNL, DRI, MNDC, OLC, PSF, RP, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the "Act"), to cancel 1 Month Notice to End Tenancy for Cause, (the "Notice") issued on February 20, 2017, to dispute a rent increase that does not comply with the Act, for a monetary order for compensation for loss or other money owed, to have the landlord comply with the Act, to have the landlord provided services or facilities agreed upon but not provided and to recover the filing fee from the landlords.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenants indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants request to set aside the Notice to End Tenancy. The balance of the tenants' application is dismissed, with leave to reapply.

In a case where a tenants have applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlords have the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

The Notice issued be cancelled?

### Background, Evidence and Analysis

At the outset of the hearing the tenant indicated that they found new rental accommodations and will be vacating the premises on the effective date of the Notice.

The tenant stated that they wish to proceed with the hearing, because they believe they will be entitled to moving cost, should the Notice be found invalid.

I informed the tenant that if the Notice is cancelled, then the outcome would be that I would order that their tenancy continue until such time as it legally ended in accordance with the Act. Such as the tenants giving notice to end the tenancy in accordance with the Act.

The tenant was further informed that whether the Notice is valid and the tenants move out or the Notice is found to be invalid and the tenancy continues, in both circumstances they would not be entitled to moving costs from the landlord.

Since the tenants do not want their tenancy to continue and have found new living accommodations for the effective date of the Notice. I find the landlord has the right to rely upon those actions and they are consistent with accepting the Notice to end tenancy. I find the tenancy legally ends on the effective date of the Notice. Therefore, I dismiss this portion of the tenants' application without leave to reapply.

As I have found the tenancy legally ends on the effective date of the Notice, I find that the landlords are entitled to an order of possession effective **April 30, 2017 at 1:00 P.M.**, pursuant to section 55 of the Act. This order must be served on the tenants and may be filed in the Supreme Court.

### Conclusion

The tenants' application to cancel the Notice is dismissed. The landlord is granted an order of possession.

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 12, 2017

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Residential Tenancy Branch