



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TWELVE OAKS BY MARQUEE DEVELOPMENTS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OLC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to comply with the *Act* and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. The tenant stated that she received the landlord's evidence six days prior to the hearing and had not had sufficient time to read it in depth.

Issues to be decided

Is the landlord contravening the *Act*?

Background and Evidence

The parties testified as follows:

The tenant owned the rental unit until in the building complex until the building was sold to the current owner. The tenant was permitted to rent the unit for a fixed term of 12 months. The term of the tenancy was split into two components. The first three months of the tenancy were rent free. A copy of the rental agreement was filed into evidence. At the end of the three month rent free term (August 26, 2017) the tenant was required to move out if she did not enter into the second fixed nine month term component of the tenancy.

At this point the testimonies of the parties differed. The tenant stated that she signed the second agreement and the landlord did not. The tenant also stated that on July 18,

2017, she informed the landlord by email that she needed to book the elevator to move her belongings. The tenant stated that this note served as notice to end the tenancy. The landlord stated that the tenant did not give any formal notice other than the note dated July 18, 2017 and therefore she was not sure whether the tenant was moving out or simply moving her belongings. The landlord also added that the tenant never returned the keys and the landlord did not have an opportunity to carry out a move out inspection.

Analysis

The tenant made this application on July 03, 2017, to obtain an order directing the landlord to comply with the *Act*. However, shortly after the tenant moved out. Therefore since the tenancy has ended, there is no need for me to order the landlord to comply with the *Act*.

The tenant has not proven her case and must therefore bear the cost of filing her own application.

The parties have been informed that the return of the security deposit will be dealt with in compliance with s.38 of the *Act*. As of the date of this hearing, the tenant chose not to provide the landlord or the Residential Tenancy Branch with her current address.

Conclusion

The tenant's application is dismissed in its entirety.

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: September 14, 2017

Residential Tenancy Branch