



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SCANDINAVIAN SPA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O

Introduction

This hearing dealt with the tenant's application under the *Residential Tenancy Act* (the *Act*) for general relief.

Both parties were represented at the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The corporate and personal landlords were represented by their agent JL (the "landlord").

As both parties were in attendance I confirmed service. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence and testified that they had not submitted any evidence. In accordance with sections 88 and 89 of the *Act* I find that the landlord was duly served with the tenant's application and evidence.

Issue(s) to be Decided

Is the tenant entitled to any relief under the *Act*?

Background and Evidence

The parties agreed on the following facts. The tenant has been residing in the rental unit since 2012. The parties annually sign a Staff Housing License Agreement and the last Agreement was signed on September 2016 for a period of one year. The tenant is not an employee of the landlord but as an employee in the municipality is eligible for housing in the rental unit.

The landlords sent the tenant reminder emails in April 2017 saying that the agreement would expire on September 30, 2017. The tenant testified that he has not signed a new Housing Agreement and believes he is now on a month-to-month tenancy. The tenant is concerned that the landlord would require the tenant to move out of the rental unit since the expiry date of the agreement has passed.

The tenant did not articulate what relief he was seeking. The landlord testified that while they wish to take possession of the rental unit for their own employees they have not issued any Notice to End Tenancy.

Analysis

I find that the tenant's application does not disclose a basis for any relief nor has the tenant articulated what relief he is seeking in his submissions.

While I understand that the tenant feels anxiety that the landlords may issue a Notice to End Tenancy I accept the testimony of the parties that the landlords have not done so. I find an application to cancel a Notice to End Tenancy that may be issued in the future to be premature. Consequently, as the tenant has not made clear what relief he is seeking or the factual basis for any relief I dismiss the tenant's application.

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: November 15, 2017

Residential Tenancy Branch