



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to have the landlord comply with the Act, and to recover the filing fee for this application.

Both parties appeared, gave affirmed 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.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Should the landlord be ordered to comply with the Act?

Background and Evidence

The tenancy began on October 1, 2016, under a twelve month fixed term tenancy. On October 1, 2017, the parties entered into a new six month fixed term tenancy agreement that was to expire on March 31, 2018. Rent in the amount of \$3,000.00 was payable on the first of each month. The tenants paid a security deposit of \$1,500.00.

The parties agreed the tenants vacated on February 28, 2018. The parties agreed the landlord has returned the security deposit to the tenants.

The tenants testified that they feel that the landlord's failure to understand the Act, by sending them an email on January 29, 2018, giving them four (4) possible options for when the fixed term agreement was to expire.

The tenants testified that this forced them to vacate and they had to find living accommodation quickly as they were going to be out of the country prior to the fixed term expiring. The tenants stated they contacted the Residential Tenancy Branch by email on January 29, 2018; however, they found new accommodation before they received an email response back on February 1, 2018.

The tenants stated that they should be entitled to compensation equal to one (1) month of rent.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, I have reviewed the tenancy agreement that was signed by the parties. Although it was a fixed term that expired on March 31, 2018, it also stated the following.

The landlord and tenant may agree to enter in to a new tenancy agreement. If the landlord and tenant do not enter into a new tenancy agreement the tenancy continues on a month-to-month basis on the same terms unless the tenant gives notice to end the tenancy.

In this case, the landlord presented the tenant with four (4) options for a new tenancy agreement; none were acceptable by the tenants. The tenants could have simply declined all four (4) options and had their tenancy continue on a month-to-month basis.

I find the tenants have failed to prove the landlord violated the Act or tenancy agreement. Therefore, I find it not necessary to make any orders against the landlord.

Further, I find the tenants were not served with a Two Month Notice to End Tenancy for Landlord's Use of Property and are not entitled to compensation under the Act.

The tenants' application is dismissed without leave to reapply.

Conclusion

The tenant's failed to prove a violation of the Act by the landlord. The tenants' application is dismissed without leave to reapply.

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 05, 2018

Residential Tenancy Branch