



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking an order cancelling a notice to end the tenancy for landlord's use of property and to recover the filing fee from the landlord for the cost of the application.

The landlord and one of the tenants attended the hearing and the tenant also represented the other tenant. The parties each gave affirmed testimony and were given the opportunity to question each other. No issues with respect to service or delivery of documents or evidence were raised.

During the course of the hearing the tenant testified that the tenants have vacated the rental unit on September 15, 2018, and at the end of the hearing the tenant withdrew the application to cancel the Two Month Notice to End Tenancy for Landlord's Use of Property. The effective date of vacancy contained in the Notice is September 30, 2018. The tenants have not returned the keys to the landlord, and the parties have mutually arranged for a move-out condition inspection on October 1, 2018.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord. In this case, I have not dismissed the tenant's application.

During the hearing, I referred to the *Residential Tenancy Act* with respect to the responsibilities of the landlord and the tenants, which I reiterate:

- The landlord must provide the tenants with the equivalent of 1 month of rent by the effective date of vacancy contained in the Two Month Notice to End Tenancy for Landlord's Use of Property, which is September 30, 2018.

- If the landlord does not use the rental unit for the purpose contained in the Notice within a reasonable time after the effective date and continually for at least 6 months, the landlord may be ordered to provide additional compensation to the tenants, which is double the amount of the monthly rent.
- The landlord also testified that no move-in condition inspection report was completed by the parties at the beginning of the tenancy, and therefore, the landlord's right to claim against the security deposit or pet damage deposit for damages is extinguished. That means that if there is a damage claim by the landlord, the landlord must not hold on to the security deposit or pet damage deposit to cover those damages.
- The landlord has received the tenants' forwarding address in writing and must return the security deposit and pet damage deposit in full to the tenants within 15 days of the end of the tenancy. The effective date of vacancy contained in the Notice is September 30, 2018 and the landlord has until October 15, 2018 to return the deposits, and if the landlord fails to do so, the tenants may apply for double the amount.

Since the tenant has withdrawn the application, the tenants are not entitled to recovery of the \$100.00 filing fee, and no orders are sought or provided.

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 20, 2018

Residential Tenancy Branch