



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, PSF, FF

Introduction

This matter dealt with an application by the Tenant for the Landlord to comply with the Act, regulations and tenancy agreement, for the Landlord to provide facilities and services agreed to in the tenancy agreement and to recover the filing fee.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on December 12, 2018. The Landlord testified that he received the Tenant’s package. Based on the evidence of the Tenant and Landlord, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Has the Landlord complied with the Act, regulations and tenancy agreement?
2. Has the Landlord provided facilities and services agreed to in the tenancy agreement?

Background and Evidence

This tenancy started in April 2018 and a tenancy agreement was completed in November, 2018, but not submitted in the evidence packages of either the Tenant or Landlord. The tenancy is a month to month tenancy. Rent is \$300.00 per month payable on the 1st day of each month. The Tenant did not pay a security deposit. The tenancy is a site to park a holiday trailer on.

At the start of the hearing the Tenant said that the bathroom and water services have been restored to her as agreed in the tenancy agreement. The Tenant continued to say that the Landlord gave her a verbal notice to end tenancy on November 24, 2018 and then the Landlord gave her a notice to vacate the property in writing on November 24,

2018, but it was not on the proper form. The Tenant said the property has sold and she has been told she has to move. The Tenant said this situation has been very confusing to her and it has caused her a lot of stress. The Tenant said the Landlord has not complied with the Act and she would like to continue the tenancy.

The Landlord said the property has sold and the Landlord and Tenant signed a Mutual Agreement to End Tenancy dated December 20, 2018 with an effective vacancy date of February 28, 2018. The Landlord said they have complied with the Act and the tenancy should end on February 28, 2018. The Landlord emailed the Mutual Agreement to End Tenancy to the Arbitrator as the document was not previously submitted in the evidence packages.

The Tenant said that she did sign the Mutual Agreement to End Tenancy, but she did not fully understand it and she doesn't think it is fair to force her to move. The Tenant continued to say that the new owner has re-instated the tenancy in a letter to her dated December 28, 2018.

Analysis

The Landlord has restored the bathroom services and the Landlord and Tenant have signed a Mutual Agreement to End Tenancy with an effective vacancy date of February 28, 2019. I find the Landlord has complied with the Act, regulations and tenancy agreement by entering a Mutual Agreement to End Tenancy with the Tenant and by restoring facilities and services agreed to. Consequently the Tenant's claims are satisfied. I dismiss the Tenant's application as the Tenant's claims are satisfied.

As the Tenant's application is dismissed, I order the Tenant to bear the cost of the filing fee of \$100.00.

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: January 07, 2019

Residential Tenancy Branch