



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management and  
[tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC, FFT

### Introduction

In this dispute the tenants sought an order cancelling a notice to end tenancy, ostensibly under section 47 of the *Residential Tenancy Act* (the “Act”). The tenants also sought recovery of the application filing fee under section 72 of the Act.

The tenants filed an application for dispute resolution on July 7, 2020 and a dispute resolution hearing was held, by teleconference, on August 11, 2020. The tenants and the landlord’s agent (the “landlord”) attended the hearing and were given a full opportunity to be heard, present affirmed testimony, make submissions, and call witnesses. No issues of service were raised by the parties.

I have only reviewed and considered oral and documentary evidence submitted meeting the requirements of the *Rules of Procedure* and which was relevant to determining the preliminary issue of this application.

### Preliminary Issue: No Notice to End Tenancy

The tenants applied to cancel a notice to end the tenancy. In reviewing and preparing for the hearing, however, it became clear that there is no notice to end tenancy in existence. There is a written tenancy agreement for a fixed term tenancy ending July 31, 2020. I explained to the parties that tenants are expected to vacate the rental unit at the end of a fixed term tenancy. (I note that the tenancy agreement complied with section 13(2)(f)(iii.1) of the Act and section 13.1 of the *Residential Tenancy Regulation*.)

The landlord and tenants exchanged various email communication leading up to this date, with the landlord reminding the tenants that the tenancy was coming to an end. There appeared to be an offer by the landlord to extend the tenancy until August 31,

2020, by way of a Mutual Agreement to End Tenancy, but the tenants were hesitant to enter into this agreement as some of their rights under the Act would be abrogated.

(They were correct in this regard, in that, instead of the owner moving into the rental unit, the landlord could simply re-rent the rental unit. This is not to say or imply, however, that this is what would occur.)

As I explained to the parties, in the absence of any notice to end the tenancy, I am not in a position to cancel a notice or make any order relating to this tenancy. Therefore, I have no other alternative but to dismiss the tenants' application.

That having been said, and being mindful of the difficulty in finding housing, and taking into account the owner's desire to move into the rental unit, I encourage the parties to continue to work collaboratively in finding a solution to this rather difficult matter.

### Conclusion

I dismiss the tenants' application, without leave to reapply.

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: August 11, 2020

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Residential Tenancy Branch