



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OCL, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a notice to end tenancy, to have the landlord comply with the Act and to recover the cost of the filing fee.

Both parties appeared.

Preliminary issues

I note the landlord's surname in the tenants' application was incomplete as its "unknown". The landlord gave their surname in the hearing. I, therefore, amended the tenants' application to reflect the proper surname of the landlord.

At the start of the hearing the tenants confirmed they vacated the premises on October 8, 2021.

In this case, the tenants were disputing a text message they received from the landlord on July 17, 2021, which the landlord was informing the tenants that they would be ending the tenancy on September 30, 2021. On July 31, 2021, the landlord informed the tenant that they had changed their plans and that they could stay. No notice to end tenancy, in the proper form, pursuant to section 49, and 52 of the Act was ever given. Therefore, I find the text message not valid and has no force or effect.

On August 8th, 2021, the tenants then gave notice by letter, which is signed and dated, that they would be vacating the premises by October 15th, on the basis of the July 17, 2021 text message.

However, if the tenants truly accepted the text messages as a valid notice, they would have not disputed the text message claiming that it was invalid because it was not in the proper form and would have vacated the premises by September 30, 2021, which they did not do. Clearly the tenants knew their rights under the Act and that the text message was not valid and there was no requirement for them to vacate.

Further, the tenants notice to end the tenancy was to be effective October 15, 2021. A tenant cannot choose to end the tenancy later, if they in fact had received a proper notice to end the tenancy, which they did not. I find the tenancy legally ended based on the tenants notice to end tenancy and when they vacated the rental unit on October 8, 2021.

Based on the above, I find there was no requirement for the tenants to dispute a text message to end the tenancy as they knew it was not valid and had no force or effect. I decline to award the filing fee.

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 18, 2021

Residential Tenancy Branch