

# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

### **Dispute Codes:**

MNDC; FF;

### **Introduction**

I have been delegated authority under section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence on the case file prior to the Hearing. Both parties gave affirmed evidence and this matter proceeded on its merits.

### **Issue(s) to be Decided**

This is the Tenants’ application for a monetary order for damages under the Act, Regulations or Tenancy Agreement; and to recover the filing fee from the Landlord for the cost of the application.

### **Background and Evidence**

#### Facts on which the parties agree

- The tenancy started on December 1, 2008. Monthly rent was \$1,200.00 per month, due on the first day of each month. This was a fixed term tenancy, with an expiry date of May 31, 2009. The Tenants paid the Landlord a security deposit in the amount of \$950.00 on November 2008.
- The Tenants moved out of the rental unit on February 26, 2009. The Landlord repaid the security deposit in full to the Tenant on February 26, 2009.
- There is no issue with respect to service of the Tenant's Application for Dispute Resolution and Notice of Hearing documents. The Landlord admits being duly served with the documents by registered mail.

### Tenant's testimony

The Landlord told the Tenant some time in December, 2008, that his family would be moving in to the rental unit and asked the Tenant to move out. The Tenant was not aware of his rights and obligations under the Act, and thought he had to move out. The Tenant called the Residential Tenancy Branch in February to ask some questions about his rights under the Act.

The Landlord did not provide the Tenant with a Two Month Notice to End Tenancy for Landlord's Use and did not provide the Tenant with monetary compensation as required under the Act.

The Landlord's family has not moved in to the rental unit. The Tenant is applying for the equivalent of three month's rent in compensation from the Landlord.

### Landlord's testimony

In December or January, the Landlord asked the Tenant if he would move and the Tenant said he would. The Tenant said that he was looking for something bigger, possibly across the street.

The Tenant spoke to the Landlord in February about not getting proper notice or compensation for moving and the Landlord told the Tenant he did not have to move out of the rental unit.

### Tenant's reply to Landlord's testimony

The Tenant agreed that the Landlord told him he did not have to move, but the Tenant had already signed a new lease at that point.

**Analysis**

After considering the testimony and evidence, I find that the Landlord and Tenant entered into a verbal agreement to end the tenancy in late December, 2008 or early January, 2009. The Tenant's application for a monetary order is therefore dismissed without leave to re-apply.

The Tenant has not been successful in his application and is not entitled to recover the filing fee from the Landlord for the cost of his application.

I am enclosing a copy of *A Guide for Landlords and Tenants in British Columbia*, for the information of both parties.

**Conclusion**

The Tenant's application is dismissed, without leave to re-apply

May 19, 2009

---

---