

DECISION

Dispute Codes MNDC & FF

Introduction

Some documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$1710.00. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- On February 3, 2007 he was given a one-year Notice to End Tenancy for landlord use and subsequently vacated the rental property in September of 2008 pursuant to that notice.
- Now 20 months later the landlord has still done nothing to the property at all.

The applicant is therefore requesting that the landlord be ordered to pay the six-month compensation required under section 44 of the Act, since steps have not been taken to accomplish the stated purpose for ending the tenancy.

The respondent testified that:

- She had fully intended to develop the property for low-cost housing, and is still attempting to do so however due to a downturn in the economy the project has not yet gone forward.
- She has not re-rented the property, and has spent the interim cleaning the property up to prepare it for future use for low-cost housing.

Counsel for the respondent argued that:

- The tenant was originally given a 12 month Notice to End Tenancy for landlord use; however the tenant failed to comply with that notice and subsequently vacated six months past the original end the tenancy date, pursuant to a mutual agreement to end the tenancy.
- There is no requirement under the act to pay compensation when the tenancy ends pursuant to a mutual agreement; however the landlord still paid the tenant the equivalent of 12 months rent in compensation.
- They therefore do not believe that the tenant has a claim for any further compensation.
- Further even if the tenancy did end the pursuant to the 12 month Notice to End Tenancy for landlord use, the landlord has held the property vacant and has been taking steps to accomplish the stated purpose for ending the tenancy, however the downturn in the economy slowed those plans.

The respondent therefore believes that this application should be dismissed.

Analysis

It is my decision that the applicant does not have a claim for further compensation. The Notice to End Tenancy that was given to the tenant would have ended the tenancy at the end of February 2008, however the tenant did not vacate on that date as required and subsequently the parties came to a mutual agreement to end the tenancy in September of 2008.

There is no requirement under the Act to pay compensation when the tenancy ends by mutual agreement and therefore I will not order any further compensation.

Further even if this tenancy did end pursuant to the 12 month Notice to End Tenancy I accept the landlord's testimony that steps have been taken to accomplish the stated purpose for ending the tenancy.

Conclusion

This application is dismissed without leave to reapply

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: May 18, 2010.

Dispute Resolution Officer