



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, MNDC, O

Introduction

A substantial amount of 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 was a request to have a Notice to End Tenancy cancelled, and a request for a monetary order for \$1200.00; however by the hearing date the tenants had already vacated the rental unit, and therefore have withdrawn the request to have the Notice to End Tenancy cancelled.

Background and Evidence

On August 28, 2010 the applicants received a one month Notice to End Tenancy for cause and originally applied to have that notice cancelled; however the applicants subsequently vacated the rental unit on September 1, 2010, and amended the application to request a monetary order of \$1200.00.

The applicants testified that:

- They do not believe that the landlord had proper grounds to end the tenancy and therefore they originally applied for dispute resolution to have the Notice to End Tenancy cancelled.



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- Because they also receive a Notice to End Tenancy in 2007, they felt that they were being harassed and that the landlord would just continue to give them more Notice's to End Tenancy and therefore changed their minds and decided to accept the Notice to End Tenancy and move out.
- Therefore they are now requesting compensation equal to two months' rent (\$950.00) for the stress caused by having to move, and moving costs of \$250.00.

Analysis

It is my decision that the applicants do not have a claim for compensation or moving costs.

If the applicants believed that the Notice to End Tenancy was not justified, then they had the right to dispute that notice, which is what they originally did; however if they decide instead to accept the Notice to End Tenancy and vacate the rental unit, that is their choice and there is no requirement for compensation.

Further is my decision that assuming that you are being harassed because you've had two Notices to End Tenancy in a three-year period is not a reasonable assumption.

Conclusion

This application is dismissed in full 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: October 12, 2010.

Dispute Resolution Officer