



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes FF, MNDC

### 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 is a request for a monetary order for \$3000.00 and a request 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's agent testified that:

- The landlord approached them and requested that the tenant sign a mutual agreement to end tenancy, claiming that he wanted to move into the rental unit.
- They knew that the proper method of ending the tenancy, if the landlord wanted to move in the rental unit, would have been a two month Notice to End Tenancy.
- Even though they knew they did not have to sign a mutual agreement to End Tenancy, the tenant decided to sign it anyway.
- After the tenant vacated the landlord did not move into the rental unit and instead put it up for sale, and therefore they believe they were deceived.
- Had the landlord given a Notice to End Tenancy for landlord use, the landlord would have been required to pay the tenant the equivalent of two months' rent as

compensation for failing to move into the rental unit, and therefore the tenant is asking for that amount.

## Analysis

The tenant's agent is correct when he states that, had the landlord given the tenant a two month Notice to End Tenancy for landlord use and then failed to comply with the reasons given for ending the tenancy, the landlord could possibly have been ordered to pay the tenant the equivalent of two months' rent.

However in this case the landlord did not give the tenant a Notice to End Tenancy, and in fact, even though they were aware of their rights at the time, the tenant agreed to sign a mutual agreement to end the tenancy.

When parties sign a mutual agreement to end tenancy, there are no obligations put on either party other than what is agreed to in the mutual agreement. So even if the landlord had stated that he had wanted to move into the rental unit, he was not obliged to do so.

Therefore the tenant does not have a claim for compensation as a result of the landlord's failure to move into the rental unit.

## 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: November 03, 2010.

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Dispute Resolution Officer