



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

During the hearing, the Tenant stated that his first name is noted in error as his last name on the first page of the application. Given this evidence, I find that it would be appropriate to amend the application to provide the proper order to the Tenant’s name.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started in the late 1980’s and ended on October 15, 2012. Rent of \$640.00 was payable monthly and no security deposit was collected by the Landlord.

The Tenant states that on September 28, 2012 the Landlord informed the Tenant that the unit had been sold and then pressured the Tenant into signing a mutual agreement to end the tenancy for November 30, 2012. The Tenant submits that he asked the

Landlord to wait for a day in order for the Tenant to become informed and to consider his rights before signing the mutual agreement but that the Landlord became hysterical and threatened the Tenant with police action to remove the Tenant. The Tenant argues that he was forced to sign the mutual agreement and that the Landlord should have provided the Tenant with a proper two month notice and compensation of one month's rent. The Tenant states that no notice was given to the Landlord to move out earlier than the mutual agreement and no rent was paid for October 2012.

The Landlord's agent disputes that the Tenant was pressured into signing the mutual agreement and states that the Tenant was on the phone the entire time the Landlord was present to have the mutual agreement signed. It is noted that the Landlord did not provide any direct evidence or statement from the Landlord of the details surrounding the signing of the mutual agreement and the Landlord's agent states that he was not present at the time of signing the mutual agreement. The Landlord states that even if the Landlord was required to give the Tenant a formal Two Month Notice, that the mutual agreement effectively provided two month's notice. Further, the Landlord states that even if the Landlord was required to provide the Tenant with a month's rent as compensation, as the Tenant did not give notice to end the tenancy and did not pay any rent to the end of the November 2012, that no compensation is required.

### Analysis

The Act governs a landlord's actions in ending a tenancy. Section 5 of the Act provides that a Landlord may not contract out of the Act. Section 49 of the Act provides that where a landlord has entered into an agreement to sell the rental unit the Landlord may end the tenancy by giving the Tenant a two month notice. Section 51 of the Act provides that a tenant is entitled to the equivalent of a month's notice where the landlord ends the tenancy due to a sale of the unit. Section 50 of the Act provides that a tenant's notice requirements do not affect the tenant's right to compensation under section 51. Noting that the Landlord provided no direct evidence in relation to the events surrounding the signing of the mutual agreement to end the tenancy and considering the Tenant's version of this event, I find that Landlord sold the unit and attempted to

avoid providing the Tenant with the appropriate notice and one month compensation as required under the Act by getting the Tenant to sign a mutual agreement to end the tenancy. As such I find that mutual agreement is of no effect and that the Tenant is entitled to compensation of **\$640.00**. As the Tenant has been successful with its application, I find that the Tenant is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$690.00**.

Conclusion

I grant the Tenant a monetary order under Section 67 of the Act for **\$690.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 29, 2013

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Residential Tenancy Branch

