



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

CNC

### Introduction

The tenant applied for dispute resolution to cancel a 1 month Notice ending tenancy for cause.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The parties were each affirmed.

### Preliminary Matters

No written evidence submissions were made; however the parties agreed that a 1 month Notice to end tenancy for cause was issued on January 10, 2014; and that a new 6 month fixed term tenancy agreement had been signed on December 30, 2013.

The details of the dispute section of the application indicated that the tenant had applied requesting compensation equivalent to February 2014 rent. The monetary claim was considered.

### Mutually Settled Agreement – End of Tenancy

The tenant confirmed that she and the landlord had reached an agreement that she will vacate the rental unit by March 31, 2014. The landlord confirmed that they had issued the 1 month Notice ending tenancy but were prepared to reach a mutual agreement, ending the fixed term agreement effective March 31, 2014.

Therefore, pursuant to section 63(2) of the Act, in support of the mutual agreement of the parties, I find that the tenancy will end effective March 31, 2014 and that the fixed term agreement has been mutually ended.

### Claim for Compensation

The tenant said that she felt the Notice ending tenancy was not valid but that she no longer wished to remain in the rental unit. The tenant requested compensation and

return of March 2014 rent paid. The landlord confirmed that rent is paid to the end of March.

The tenant stated that she should be entitled to compensation as a way of punishing the landlord for their actions. The tenant did not wish to dispute the Notice ending tenancy but believed the reasons were invalid and unfair.

I explained that the legislation does not include punitive clauses. Administrative penalties may be imposed if a party is found to have contravened the Act or ignored an Order or decision of the Director. That has not been shown in this case. If the tenant had proceeded with her application to cancel the Notice ending tenancy; the only possible outcome would be either confirmation or cancellation of the Notice.

Therefore, the claim requesting compensation equivalent to 1 month's rent is dismissed.

### Conclusion

The parties have agreed to mutually end the tenancy effective March 31, 2014.

The monetary claim is dismissed.

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: March 03, 2014

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Residential Tenancy Branch

