



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pioneer Villa
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, OLC

Introduction

This is an application for a Monetary Order for \$620.00 and a request for recovery of the \$50.00 filing fee.

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 accepted oral evidence.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the applicant entitled to compensation in the amount of \$620.00?

Background and Evidence

The applicant testified of that:

- The landlord requested that she move from one unit in the rental property to the adjoining unit in the rental property, so that previous unit could be upgraded.
- The landlord did not give her a Notice to End Tenancy, however since he asked her to move she agreed to.
- Since the Residential Tenancy Act requires that landlords compensate the tenant with the equivalent of one month's rent if the landlord gives the tenant a Notice

To End Tenancy to do renovations, she believes that the landlord should compensate her an equivalent amount.

- When the landlord asked her to move she was not aware of her rights under the Residential Tenancy Act, and therefore she agreed to the move.

Analysis

It's my finding that the tenant is not entitled to the compensation required if a two month Notice to End Tenancy is given to the tenant, because in this case no such notice was ever given.

The tenant testified that the landlord asked her to move and she agreed to, however since no Notice To End Tenancy was ever given she was not required to move and therefore could have stayed in the rental unit.

This tenancy therefore did not end as a result of a Notice to End Tenancy, it ended by mutual agreement, and no compensation is required under the Residential Tenancy Act for tenancies that end by mutual agreement.

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: March 12, 2014

Residential Tenancy Branch