



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This is an application filed by the tenant for a monetary order for money owed or compensation for loss under the Act and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documents, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

This tenancy began on January 1, 2013 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$900.00 payable on the 1st of each month and a security deposit of \$450.00 was paid on December 31, 2012.

The tenant seeks a monetary claim for \$1,800.00 which is compensation for failing to comply with the Act after the landlord serve the tenant with a 2 month notice to end the tenancy issued for landlord's use dated July 21, 2013.

The tenant states that in January of 2014 he stopped at the dispute address to see if any mail had been returned. The tenant states that he spoke to a Mr. P and asked him if he was related to the landlord. The tenant states that Mr. P. Stated that he was a friend of the landlord's family. The tenant states that the landlord failed to comply with the Act by re-renting it out to a non-family member.

The tenant provided a copy of a settlement agreement from Residential Tenancy Branch File No. 536396 dated September 18, 2013 in which an agreement to mutually end the tenancy on September 30, 2013 was reached. The landlord was granted an order of possession for this date. The landlord confirmed this in her direct testimony.

The tenant stated that he was unaware that by agreeing to mutually end the tenancy that the 2 month notice that he was served would be void.

Analysis

I accept the undisputed testimony of both parties and find that the tenant has failed to establish a claim for compensation as per section 49 of the Act. The tenant did not dispute the 2 month notice to end tenancy dated July 21, 2013. Instead both parties mutually ended the tenancy on September 30, 2013 as per the settlement agreement in RTB File No. 536396. As such, the tenant is not entitled to any compensation under section 49 of the Act..

Conclusion

The tenant's application 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: April 02, 2014

Residential Tenancy Branch

