



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDC, FF, O

Introduction

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and on order for the landlord to comply with the Act, regulation or tenancy agreement. . Despite having been served with the application for dispute resolution and notice of hearing by registered mail on May 17, 2014, the landlords did not participate in the conference call hearing. The tenant gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

Background, Evidence and Analysis

The tenant's undisputed testimony is as follows.

The tenancy began on June 26, 2012 and ended on May 11, 2014. The tenants were obligated to pay \$2040.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1040.00 security deposit.

I address the tenant's claims and my findings around each as follows.

The tenant stated that on March 15, 2014 the landlords' agent sent a text message asking the tenant to move out by May 20, 2014 as the landlord had sold their own residence and wished to move in. The tenant stated that the landlord did not give the notice on the proper form and therefore the tenant is entitled to a total of the equivalent of three months' rent as compensation.

After hearing the tenants testimony and asking the tenant some questions the following became very clear;

- the tenant willingly vacated the unit on May 11, 2014
- the tenant received one months' rent as compensation
- the tenant is not entitled to any further compensation as the landlord and tenant verbally agreed to end the tenancy
- There is not a basis for the tenant to seek compensation under Section 51 of the Act as there isn't a notice issued under Section 49. In addition, the parties mutually agreed to end the tenancy on the above terms

In the tenants own testimony and documentation it clearly reflects the above. Based on the tenants own testimony and documentation I find that the tenant has already been compensated in this matter and I therefore dismiss the tenants application in its entirety.

Conclusion

The tenants' application is dismissed in its entirety.

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: September 22, 2014

Residential Tenancy Branch

