



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the tenant's application for monetary compensation. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 15, 2014 as a fixed term tenancy to end on June 30, 2015, with monthly rent of \$1,150.00. The tenancy agreement indicated that the tenant was not required to vacate the unit at the end of the fixed term; however, the landlord and the tenant both initialled the boxes indicating that the tenant would have to vacate at the end of the fixed term.

On May 1, 2015 the landlord emailed the tenant and offered to rent the unit to the tenant for the month of July 2015 at a rate of \$2,300.00, after which the tenant would vacate the unit for the month of August 2015 and could return to the unit in September 2015. On May 4, 2015 the tenant emailed the landlord and accepted the offer to rent the unit for July 2015 at \$2,300.00. The tenant paid the landlord this amount for July 2015 and vacated the rental unit on July 31, 2015.

The tenant submitted that the tenancy reverted to a month-to-month tenancy and the landlord illegally overcharged the tenant for July 2015 rent. The tenant also indicated, however, that he was disappointed when he first learned that the tenancy was to terminate in June 2015. The tenant has claimed reimbursement of \$1,150.00.

The landlord submitted that the original tenancy agreement was for 10 months, and there was a new agreement regarding July 2015. The landlord submitted that it was clear to the tenant at the time of entering into the tenancy agreement that the landlord intended to have his family occupy the rental unit for July and August 2015.

Analysis

Upon consideration of the evidence, I find that the tenant was clearly aware upon entering into the tenancy agreement that the landlord intended to occupy the rental unit in July and August 2015, and the tenancy would therefore terminate on June 30, 2015. The landlord then made an offer to the tenant for a separate rental agreement for July 2015, and the tenant agreed to the offer. I find that the original tenancy agreement did not revert to a month-to-month tenancy in July 2015, and therefore the landlord did not illegally increase the rent for that month. It was open to the tenant to decline the landlord's offer and either vacate the unit on June 30, 2015 or make an application to dispute the nature of the tenancy agreement, but instead he chose to accept the landlord's offer for July 2015. The tenant is therefore not entitled to monetary compensation as claimed.

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: March 22, 2016

Residential Tenancy Branch