



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, O

### Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$800.00.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

At the beginning of the conference call I offered to assist the parties to reach their own decision through Mediation.

During the Mediation process the landlords pointed out that the tenant did not give the required one clear month Notice to End Tenancy and that as a result they had lost the full \$1000.00 rental revenue for the month of April 2016, however they stated that if the tenant was willing to abandon her \$800.00 claim for compensation they would abandon any claim for the \$1000.00 lost rental revenue..

The tenant admitted that she did give her notice on March 3, 2016 to end the tenancy on March 31, 2016, however she stated that she believed the landlord had agreed to a shorter Notice to End Tenancy period. The landlord denied ever agreeing to a shorter notice period.

I pointed out to the tenant that in the absence of any evidence to an agreement for a shorter notice period, the requirements of the Residential Tenancy Act would apply and that the tenant could be held liable for any lost rental revenue should the landlord file such a claim.

At this point the tenant stated that although she is not happy with this outcome, she is willing to accept the landlords offer.

### Conclusion

Since the tenant has formally abandoned her claim against the landlords for compensation for loss of use and enjoyment, and since the landlords have formally abandoned their claim against the tenant for lost rental revenue I hereby Order, pursuant to section 63(2) of the Residential Tenancy Act, that the tenant and the landlords are bound by this agreement, and I further order that neither the tenant nor the landlords may file any further monetary claims against the other arising from this tenancy.

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: August 29, 2016

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Residential Tenancy Branch