



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC, FF

Introduction

This matter dealt with an application by the Tenant to cancel a 2 Month Notice to End Tenancy for Landlord's Use of the Property, for compensation for loss or damage under the Act, regulations or tenancy agreement, for the Landlord to comply with the Act, regulations and tenancy agreement and to recover the filing fee.

At the start of the hearing the Tenant was asked why no evidence was including the in his application package. The application only contained the application and the Notice of Hearing. There was no Notice to End Tenancy and no tenancy agreement.

The Tenant said the Landlord had given him an email telling him to move out in 2 months and that the Landlord said she would compensate the Tenant one months rent for moving. The Tenant said he moved out but the Landlord did not compensate him anything. The Tenant said he has no documentation for the Notice to End Tenancy.

The Landlord said she did not give the Tenant a Notice to End Tenancy although they did talk about ending the tenancy. The Landlord said she was fine continuing the tenancy with the Tenant but he decided to move out. The Landlord said it was a mutual agreement between the Tenant and her to end the tenancy.

The Tenant said he did not get a formal Notice to End Tenancy but he thought he had to move out when he received the email requesting him to move. The Tenant did not submit the email as support for his application. The Tenant said he is now requesting the Landlord pay him the compensation that she said she would.

The Landlord said she did not promise any compensation for the Tenant if he moved out.

Analysis

Given there is no evidence of a formal Notice to End Tenancy issued by the Landlord to the Tenant and the Tenant said he moved out because of an email sent to him by the Landlord; I find this situation is not an eviction but a mutual agreement to end a tenancy because the Tenant choose to move out without investigating his rights.

As there is no Notice to End Tenancy I can not make any rulings on the matter of a Notice to End Tenancy nor can I make a ruling on any compensation resulting from a Notice to End Tenancy.

Further I find the Tenant has not provided any evidence to establish the Landlord has not complied with the Act, regulations and tenancy agreement.

Consequently I dismiss the Tenant's application without leave to reapply.

As the Tenant was unsuccessful in this matter I order the Tenant to bear the cost of the filing fee which he has already paid.

Conclusion

The Tenant's application is dismissed 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: November 07, 2017

Residential Tenancy Branch