



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL; OLC; FF

Introduction

This is the Tenants' Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Landlord's Use of Property; an Order that the Landlord comply with the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

Both parties attended the Hearing and gave affirmed testimony. The Landlord acknowledged receipt of the Notice of Hearing documents and copies of the Tenants' documents. The Landlord did not provide any documentary evidence to the Residential Tenancy Branch or to the Tenants.

Issue(s) to be Decided

Is there a valid Notice to End Tenancy for Landlord's Use of Property?
Should the Landlord be ordered to comply with the Act, regulation or tenancy agreement?

Background and Evidence

The Landlord did not issue a Notice to End Tenancy for Landlord's Use of Property. Rather, the parties entered into a Mutual Agreement to End a Tenancy, signed on December 31, 2017, and effective March 1, 2018. The Tenants submitted that they felt manipulated to sign the Mutual Agreement to End a Tenancy and that they did not know about the requirement for a landlord to pay compensation to a tenant if a 2 Month Notice to End Tenancy for Landlord's Use of Property is issued and served. They testified that the Landlord knew that he was required to compensate the Tenants with the equivalent of one month's rent in these circumstances, but that he withheld that

information from them. They stated that they only found out about the requirement for compensation after they had signed the Mutual Agreement.

The Tenants moved out of the rental unit on March 1, 2018, pursuant to the Mutual Agreement to End a Tenancy. The Tenants stated that they want the Landlord to pay compensation equivalent to one month's rent.

Analysis

There is no valid Notice to End Tenancy for Landlord's Use of Property to cancel. The Tenants did not provide details with respect to what section of the Act or regulation or what clause in the tenancy agreement they seek compliance for. Therefore, their Application is dismissed. I find that the Tenants are not entitled to recover the cost of the filing fee from the Landlord.

With respect to the Tenants' submission that they were seeking compensation from the Landlord, I advised the parties that I could not make any Orders with respect to issues that were not contained on the Tenants' Application. I also advised the parties that I could assist them in coming to a settlement agreement if they wished to do so. The Landlord declined to enter into settlement discussions.

The Tenants stated that they would be making another Application for compensation and I advised them that they were at liberty to do so.

Conclusion

The Tenants' 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 15, 2018

Residential Tenancy Branch