



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1955 WERN APARTMENTS
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

:

- a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions and arguments. The parties confirmed that they had exchanged their documentary evidence. MS spoke on behalf of her parents. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue to be Decided

Is the tenant entitled to a monetary order the equivalent of twelve months' rent as claimed?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

MS gave the following testimony. The tenancy had a monthly rent payable of \$938.00 due on the first of each month. On February 22, 2019 the landlord served the tenant with a Four Month Notice to End Tenancy for Demolition, Renovation, Repair, or

conversion of a Rental Unit (the 4 Month Notice) with an effective date of June 30, 2019.

MS testified that her parents and the landlord signed a Mutual Agreement to End a Tenancy on April 5, 2019. MS testified that the landlord paid her parents \$5000.00 for moving costs and other costs they would incur as a result of moving. MS testified that they were also given the last month of their tenancy rent free and their deposit returned. MS argues that as part of the Four Month Notice, her parents should have been given the first right of refusal to return to the property but were never contacted. MS submits that the 12 months rent as compensation should be awarded to her parents and seeks a monetary order of $\$938.00 \times 12 \text{ months} = \$11,256.00$ plus the \$100.00 filing fee.

The landlord gave the following testimony. The landlord testified that the tenants knowingly and willingly signed the Mutual Agreement to End a Tenancy and accepted the \$5000.00 as fair and full compensation. The landlord submits that the tenancy ended by way of Mutual Agreement and not the 4 Month Notice and no further compensation is justified or required.

Analysis

Section 44 of the Act addresses the following issue as follows:

How a tenancy ends:

- 44** (1)A tenancy ends only if one or more of the following applies:
(c)the landlord and tenant agree in writing to end the tenancy;

The parties ended this tenancy by mutual agreement. A signed copy was submitted for this hearing and both parties confirmed the form and content. I find that the landlord offered compensation to the tenants and the tenants accepted it. MS confirmed that her parents accepted \$5000.00 as compensation. Based on the above, I find that the tenancy ended by the agreement of both parties, and that no further compensation is required.

Conclusion

The tenant's application is dismissed in its entirety 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: January 28, 2021

Residential Tenancy Branch