



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT

### Introduction

On April 15, 2021, the Tenants applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The matter was scheduled as a teleconference hearing. The Landlords and Tenants were present at the hearing. At the start of the hearing, I introduced myself and the participants. The hearing process was explained. The Landlords and Tenants were provided with an opportunity to ask questions about the hearing process. The parties provided affirmed testimony and were provided with the opportunity to present oral testimony and to make submissions during the hearing. The Landlord and Tenants confirmed that they have exchanged the documentary evidence that I have before me. The parties were informed that recording the hearing is not permitted.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

- Are the Tenants entitled to money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

### Background and Evidence

The Landlords and Tenants provided testimony agreeing that the tenancy began on January 1, 2020 as a one-year fixed term tenancy that continued thereafter on a month-to-month basis. Rent in the amount of \$2,350.00 was due to be paid to the Landlords by the first day of each month.

The Landlords and Tenants testified that the tenancy ended on February 28, 2021 by written agreement.

The Tenants had received a Two Month Notice to End Tenancy for Landlord's Use of Property dated December 23, 2021 from the Landlords ("the Two Month Notice") and disputed it. On February 4, 2021, the Arbitrator dismissed the Tenants' application to cancel the Two Month Notice and granted the Landlords an order of possession for the rental unit effective two days after service on the Tenants.

Following the dispute hearing decision of February 4, 2021, the Tenants and Landlords entered into a mutual agreement that the parties agreed the tenancy would end at 1:00 pm on February 28, 2021. The Landlord provided a copy of the agreement which was signed by the Landlords and Tenants. The agreement provides the following:

*"The final condition agreed was that neither party would seek any further action against the other regarding this property." This agreement, decided by all parties, was made without duress, threat, or coercion."*

The Tenants testified that they signed the agreement but submit that they did so under false pretences because they did not know that the Landlords' mother was not moving into the unit when they signed the agreement.

The Tenants provided a copy of the Two Month Notice. The reason cited for ending the tenancy is:

*The rental unit will be occupied by the Landlord or the Landlord's close family member spouse or a close family member. The father or mother of the Landlord or Landlord's spouse.*

The Tenants testified that the Landlord issued the Two Month Notice in bad faith because the Landlords mother did not move into the rental unit and use the property for a six-month period.

The Landlords testified they spoke to their mother around February 28, 2021 or March 1, 2021 letting her know the rental suite is available. The Landlords stated that their mother changed her mind and did not move into the rental unit. The Landlords stated they have not rented the unit out to new tenants and the unit remains empty.

### Analysis

Based on all of the above, the evidence and testimony from the Landlords and Tenants, and on a balance of probabilities, I find as follows:

I find that the agreement reached by the parties is a valid and binding agreement. The tenancy was ending with two days notice and Tenants entered into the agreement in exchange for the tenancy to continue until the end of February 28, 2021. The Tenants received the benefit of their tenancy continuing. I find that the agreement meets the basic terms of a contract as there was an offer, acceptance, and consideration.

I find that the agreement is clear and contained an unambiguous term that the parties would not seek any further action against the other. I note that the agreement does not contain a condition that the Landlords' mother would be moving into the rental unit.

I find the agreement was a final settlement of all issues that arose from the tenancy.

The Tenants' application for compensation from the Landlord related to the Two Month Notice to End tenancy for Landlords Use of Property dated December 23, 2020 is dismissed in its entirety.

### Conclusion

The Tenants were not successful with their application for compensation from the Landlord.

The parties previously made a valid and binding agreement that neither party would seek any further action against the other regarding this property.

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 8, 2021

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Residential Tenancy Branch