



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) for a monetary order for monetary loss or other money owed and to recover the cost of the filing fee.

Both parties appeared.

Legal Counsel for the landlord stated that the tenant did not have the right to make this application because the tenancy did not end based on the Two Month Notice to End Tenancy for Landlord’s use of Property, although one was issued. Legal Counsel submit that the parties signed a mutual settlement agreement to end the tenancy and the tenant was given the benefit of a longer moveout date and compensation that they would not have been entitled under a Two Month Notice.

Counsel submits the tenant had the right to seek legal counsel as stated in the settlement agreement before they signed the settlement agreement and accepted the money and the parties release and forever discharged each other from any further claims arising from the tenancy.

The tenant stated they did sign the agreement and the release documents and accepted money over and above what the Act would have provided and did not vacate on the date in the Two Month. The tenant stated that they thought they were seeking legal advice when they spoke to an information officer. Who said a settlement agreement does not override the Act. The tenant stated that they entered into the settlement because they did not want to risk being evicted with little notice.

In this case, the tenant was served with a Two Month Notice; however, the parties renegotiated the ending of the tenancy by mutual agreement.

The tenant accepted money that they would not have been entitled to received under the Act and they remained in the rental unit longer had the Two Month Notice come into effect. The tenant sign the settlement agreement and release the landlord, which show the tenant was entitled to seek legal counsel before they signed the agreement. The tenant release the landlord from all future claims when they sign the settlement agreement and releases. Therefore, I dismiss the tenant's application 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: February 28, 2023

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Residential Tenancy Branch