



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

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

- a monetary order for compensation related to a Notice to End Tenancy pursuant to section 51 of the Act.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the application and evidence submissions on file.

Issues

Is the tenant entitled to a monetary order for compensation relating to a Notice to End Tenancy for Landlord's Use of Property?

Background & Evidence

This tenancy began September 1, 2017 and ended June 15, 2022. The monthly rent was \$900.00.

On November 11, 2021, the landlord served the tenant with a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit (the "Four Month Notice") with an effective date of March 31, 2022. The notice was issued on the grounds that the landlord's intended to convert the rental unit for use by a caretaker.

The tenant did not dispute the unit or vacate as per the effective date of the Four Month Notice. The parties subsequently entered into a lease extension for one additional month ending April 30, 2022. The tenant then stated she needed additional time and

would not be vacating at the end of April 2022. On April 22, 2022 the parties entered into a mutual agreement to end tenancy effective June 15, 2022.

The tenant is claiming an amount equivalent to twelve times the monthly rent of \$900.00 as compensation for the landlord not using the rental property for the stated purpose of ending the tenancy as per the Four Month Notice.

The tenant states that the landlord never intended to use the rental unit for a caretaker but rather stated that he would be using to house seasonal farm workers. The tenant claims this was not a legal ground for ending her tenancy. The tenant states that after she vacated the landlord re-rented the unit at a higher rent and did not use it for a caretaker or seasonal workers.

The landlords advocate submits that the landlord owns a large farming operation and a winery. The landlord needed a place to house workers for his expanding operation. While the tenant did not dispute the Four Month Notice she also refused to move. The parties first entered into a one month lease extension after which the tenant still refused to vacate. The parties subsequently entered into a mutual agreement to end tenancy. The tenant was provided one month free rent and her security deposit returned as per the mutual agreement. The mutual agreement also contained a clause that it was a "final settlement of all claims against each other underway or otherwise contemplated related to the tenancy". As the tenant refused to vacate as per the effective date of the Four Month Notice, the landlord was forced to find alternative housing for the farmworkers. After the tenant vacated, the landlord did re-rent the unit.

Analysis

Section 51 (2) of the Act provides that if steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of twelve times the monthly rent payable under the tenancy agreement.

The tenant argued that the Four Month Notice was not issued on valid grounds. I find that the appropriate time to make this argument would have been if the tenant filed an application to dispute the Notice. The tenant did not file such an application. The

relevant question at this point is whether the Four Month Notice was still valid or the tenancy ended pursuant to the mutual agreement to end tenancy.

I accept the landlord's position that the tenancy ended pursuant to the mutual agreement to end tenancy entered into on April 22, 2022. The tenant did not accept the Four Month Notice and vacate as per the effective date on The Notice. The tenant did not vacate after the one-month extension. The tenant subsequently signed the mutual agreement which also included a clause that it was a final settlement of all claims underway or otherwise contemplated. As such, I find this nullified the Four Month Notice and the tenancy ended pursuant to this mutual agreement.

The tenant's application is dismissed without leave to reapply.

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: April 17, 2023

Residential Tenancy Branch