



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, OLC, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and their witnesses the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witnesses.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request that a monetary order for \$2450.00 be issued against the respondent.

Background and Evidence

The applicant originally filed a claim as follows:

compensation for moving, for landlord use	\$1600.00
Two months Interests on the above at 5%	\$20.00
Filing fee	\$50.00
Total	\$2470.00

During his testimony the applicant stated that he was abandoning the claim for the damage deposit because he had no evidence to show that the landlord was given a damage deposit.



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The applicant testified that he is seeking compensation for having been given a notice to vacate the rental unit so the landlord could renovate and sell it; however the applicant further testified that he was never given a proper in Notice to End Tenancy for landlord use and in fact was only given a short handwritten note. The applicant stated that he knew then handwritten note was not proper notice however he moved anyway.

Analysis

The Residential Tenancy Act requires the landlord pay compensation the equivalent of one month's rent to a tenant if the landlord gives that tenant a section 49 Notice to End Tenancy for landlord use. In this case the landlord never served the tenant with a section 49 Notice to End Tenancy. The landlord did give a handwritten note to the tenant stating that the tenancy would end; however the tenant testified that he knew it wasn't a valid notice and therefore he knew he didn't have to move.

The tenant chose to move even though he knew he was not served a valid Notice to End Tenancy and therefore it's my decision that the landlord is not required to pay any compensation as a section 49 Notice to End Tenancy was never given.

Conclusion

The applicant's full claim 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: May 29, 2009.

Dispute Resolution Officer