



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNDC, O

### Introduction

This hearing dealt with the Tenants Application for Dispute Resolution, seeking a monetary order for compensation under the Act or tenancy agreement and the return of rent paid to the Landlords.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision. I also note the Landlords did not provide copies of their evidence to the Tenants in accordance with the requirements of the Act and rules of procedure.

### Issues(s) to be Decided

Are the Tenants entitled to the monetary compensation they seek from the Landlords?

### Background and Evidence

The Tenants testified that on April 21, 2010, they paid the Landlords \$1,100.00 in rent for the month of May 2010. Later on April 21, 2010, one of the Landlords informed the Tenants that the property was being listed for sale.

The Tenants testified that on April 22, 2010, the realtor representing the Landlords contacted the Tenants and requested they allow three showings of the rental unit on April 23, 2010. The Tenants were upset that the Landlords did not provide written notice to access the rental unit for this purpose.

One of the Landlords testified they were told by the realtor that the Tenants agreed to these showings and would cooperate on short notice to access the rental unit if the potential purchasers were from out of town.

On April 27, 2010, the Landlords gave the Tenants a hand written letter, informing them they had to vacate the rental unit effective June 30, 2010.

The Tenants testified they had been looking for a different rental unit starting at the end of April 2010. On May 3, 2010, the Tenants found a new rental unit which was available on May 15, 2010. The Tenants informed the Landlords of this and according to the Tenants' testimony, the Landlords agreed to give the Tenants back the rent for May 2010. There is no evidence the Tenants gave the Landlords a written Notice to End Tenancy.

The Landlords testified that they gave the Tenants back \$500.00, although they deducted \$50.00 from this as the Tenants owed them \$50.00 for a coat. The Tenants acknowledge receipt of a cheque from the Landlords for \$450.00, which they cashed.

The Tenants testified they had vacated the rental unit completely on May 29, 2010. The Tenants testified that following this, the Landlords refused to provide the balance due for the May rent.

Both parties allege that the other party made threatened them and that there were ill feelings at the end of the tenancy.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Landlords have breached section 49 and 51 of the Act, by failing to give the required two month Notice to End Tenancy to the Tenants and by failing to compensate them as required under the Act.

Under section 49 of the Act the Landlords were required to give the Tenants a Notice to End tenancy in the approved form.

**The use of the approved form is required, because this form explains to both parties their rights and obligations under the Act.** The Landlords could have avoided much of the confusion which occurred at the end of the tenancy, as well as the alleged problems, had they used the approved form to give notice to the Tenants.

Nevertheless, the Tenants acted in reliance on the Landlords' letter ending the tenancy, and therefore, I find the Landlords are responsible to provide the compensation required under section 51 of the Act. Section 51 of the Act states:

**51 (1) A tenant who receives a notice to end a tenancy under section 49 [landlord's use of property] is entitled to receive from the landlord on or before the effective date of the landlord's notice **an amount that is the equivalent of one month's rent payable under the tenancy agreement.****

[Emphasis added.]

Therefore, I find the Tenants are owed one month of rent, subject to the calculations below.

Under section 50 of the Act, once the Tenants were served with the two month Notice to End Tenancy due to the sale of the property, the Tenants were allowed to give the Landlords a shorter notice than the normally required one month notice to end tenancy. There was no evidence the Tenants gave the Landlords this Notice in writing, as required by section 50. Nevertheless, section 50(2), requires the Landlords to refund any rent paid after the effective date of the notice. As the Tenants vacated the rental unit on May 29, 2010, I find the effective date of their notice would be May 29, 2010. Therefore, the Landlords must refund two days rent in the amount of \$70.97 for the last two days of May rent.

Therefore, I find the Landlords must pay the Tenants the total sum of **\$720.97**, calculated as \$1,100.00 for the one month of compensation under section 51, plus \$70.97 for two days of rent return due, **less** the \$450.00 already paid to the Tenants by the Landlords. ( $\$1,100.00 + \$70.97 - \$450.00 = \$720.97$ )

The Tenants are granted a monetary order for \$720.97, which must be served on the Landlords as soon as possible. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: October 19, 2010.

---

Dispute Resolution Officer