



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OLC

### Introduction

This hearing was in response to an Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement. At the hearing the Tenant stated that she is actually seeking a monetary Order for the equivalent of one month's rent, which is \$900.00, on the basis that the Landlord asked her to vacate the rental unit.

The Agent for the Landlord stated that after reading the Tenant's evidence she became aware that the Tenant was seeking compensation in the amount of \$900.00. The Agent for the Landlord stated that she wished to proceed with this dispute today, as she feels she had adequate time to prepare for these proceedings.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings. No evidence was submitted by the Landlord.

### Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to compensation for being asked to vacate the rental unit, pursuant to section 51 of the *Act*.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on December 31, 2010 or January 01, 2011; that the Tenant was required to pay monthly rent of \$900.00; that sometime during January of 2011 the Landlord verbally advised the Tenant that his mother might need to move into the rental unit and that the Tenant would need to vacate the rental unit by February 28, 2011; that the Landlord never provided the

Tenant with written notice that she was required to vacate the rental unit; and that the Tenant did vacate the rental unit on February 28, 2011 or March 01, 2011.

The Tenant stated that prior to vacating the rental unit she was aware the Landlord was obligated to compensate her for moving out of the rental unit, however she elected to vacate the rental unit without filing an Application for Dispute Resolution and without asking for financial compensation from the Landlord because she did not wish to create a conflict.

### Analysis

Section 44(1)(a) of the *Residential Tenancy Act (Act)* stipulates that a tenancy ends if the tenant or landlord gives notice to end the tenancy in accordance with section 45, 46, 47, 48, 49, 49.1, and 50 of the *Act*. There is no evidence that neither party gave notice to end this tenancy in accordance with sections 45, 46, 47, 48, 49.1, or 50 of the *Act*.

Although the Landlord and the Tenant agree that the Landlord asked the Tenant to vacate because his mother may need to occupy the unit, I find that this does not constitute notice to end tenancy pursuant to section 49 of the *Act*. Section 49 of the *Act* entitles a landlord to end a tenancy for a variety of reasons, including that a close family member intends to occupy the rental unit. Section 49(7) of the *Act* stipulates that a notice to end a tenancy pursuant to this section must comply with section 52 of the *Act*.

Section 52 of the *Act* stipulates that to be effective, a notice to end tenancy must be in writing. As the Landlord did not serve the Tenant with written notice to end this tenancy, I find that she was not obligated to vacate the rental unit on the basis of the Landlord's verbal notice. As the Landlord did not serve proper notice to end the tenancy pursuant to section 49 of the *Act*, I find that this tenancy did not end pursuant to section 49 or 44(1)(a) of the *Act*.

Section 44(1)(b) of the *Act* stipulates that a tenancy ends if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy. As there is no evidence that this was a fixed term tenancy, I find that the tenancy did not end pursuant to section 44(1)(b) of the *Act*.

Section 44(1)(c) of the *Act* stipulates that a tenancy ends if the landlord and the tenant agree in writing to end the tenancy. As there is no evidence that the parties agreed in writing to end the tenancy, I find that the tenancy did not end pursuant to section 44(1)(c) of the *Act*.

Section 44(1)(d) of the *Residential Tenancy Act (Act)* stipulates that a tenancy ends if the tenant vacates or abandons the rental unit. I find that this tenancy ended when the Tenant vacated the rental unit, at the verbal request of the Landlord. As the Landlord and the Tenant do not agree on the specific date the Tenant vacated the rental unit, I am unable to conclude whether the tenancy ended on February 28, 2011 or March 01, 2011. I find that nothing turns on the actual end date of the tenancy.

Section 44(1)(e) of the *Act* stipulates that a tenancy ends if the tenancy agreement is

frustrated. As there is no evidence that this tenancy agreement was frustrated, I find that the tenancy did not end pursuant to section 44(1)(e) of the *Act*.

Section 44(1)(f) of the *Act* stipulates that a tenancy ends if the director orders that it has ended. As there is no evidence that the director ordered an end to this tenancy, I find that the tenancy did not end pursuant to section 44(1)(f) of the *Act*.

Section 51(1) of the *Act* stipulates that a tenant who receives a notice to end tenancy under section 49 of the *Act* is entitled to compensation that is the equivalent of one month's rent. As I have previously determined that the Tenant did not receive a proper notice to end tenancy pursuant to section 49 of the *Act*, I find that the Tenant is not entitled to compensation pursuant to section 51(1) of the *Act*.

### Conclusion

As I have found that the Tenant is not entitled to compensation pursuant to section 51(1) of the *Act*, I dismiss the Tenant's Application for Dispute Resolution.

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 25, 2011.

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