



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This matter dealt with an application by the Tenant for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this application.

The Tenant said he served the Landlord who sublet the unit to him with the Application and Notice of Hearing (the “hearing package”) by registered mail on November 1, 2011. As well the Tenant said he served the Landlord of his sublet Landlord in person on November 1, 2011. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

In addition the Tenant said he had no agreement with the sublet Landlord’s Landlord the Property Management Company; therefore I dismiss the Property Management Company’s name from the application.

Issues(s) to be Decided

1. Is there loss or damage to the Tenants and if so how much?
2. Is the Tenant entitled to monetary compensation and if so how much?

Background and Evidence

This tenancy started on October 15, 2009, as a 6 month fixed term tenancy and then renewed on a month to month basis. Rent was \$995.00 per month payable in advance of the 1st day of each month. A security deposit of \$445.00 and a pet deposit of \$445.00 were paid on or around October 15, 2009. The tenancy ended on October 31, 2011 and the Tenant said he has received both his security and pet deposit back from the Landlord.

The Tenant said he received a letter to end tenancy dated September 30, 2011, with an effective vacancy date of October 31, 2011, from his Landlord. The Tenant’s Landlord was rent the house from a Property Management Company and subletting the

basement suite to the Tenant. The Tenant said the Property Management Company had issued a Notice to End Tenancy to his Landlord and his Landlord then gave him a letter end his tenancy. The Tenant said his Landlord did not use the correct Notice to End Tenancy form and therefore he is claiming 2 months' rent in the amount of \$1,990.00 as compensation. The Tenant said he believes his Landlord should have issued a 2 Month Notice to End Tenancy. The Tenant said with a 2 Month Notice to End Tenancy he is entitled to the equivalent of one month's rent in the amount of \$995.00 or a free month's rent. As well the tenant said the Landlord did not use the unit for the proposed purpose of the Notice to End Tenancy; therefore the Tenant said he believes he is entitled to another one month's rent in the amount of \$995.00. In all the Tenant said he is claiming two month's rent of \$1,990.00 for being served an incorrect Notice to End Tenancy and the filing fee of \$50.00 for a total claim of \$2,040.00.

On questioning the Tenant said he did not dispute the letter to end tenancy from his Landlord and he moved out of the unit on October 31, 2011. As well the Tenant said he did not make an application to the Residential Tenancy Branch to dispute the letter to end tenancy, but he agreed to move out of the unit on October 31, 2011.

Analysis

As the Tenant gave affirmed testimony that he accepted the letter to End Tenancy even though it was not on the correct form and he did not dispute that the tenancy was ending with the Landlord or by making an application to the Residential Tenancy Branch. I find the Tenants agreed to end the tenancy and therefore the Tenants have no claim for compensation from the Landlords with regards to the ending of this tenancy.

In addition it should be noted that a sublet agreement is subject to the terms and events of the original tenancy agreement. Therefore when the original tenancy is ending it automatically falls on the sublet agreement as well. The subletting Landlord has an obligation to notify the sublet tenant in a manner that is reasonable. I accept the subletting Landlord's letter of September 30, 2011 as reasonable notice that the tenancy was ending and the letter gave the Tenant 30 days notice which is an acceptable time period to end the tenancy.

Conclusion

Consequently I find the Tenant claims are unfounded and the Tenant has not established grounds to prove his allegations. 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*.

Residential Tenancy Branch