



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

This is a request for a Monetary Order for \$2150.00 and a request to retain the full security deposit towards the claim.

A substantial amount of documentary 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 the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for \$2150.00?

Background and Evidence

The applicants testified that:

- The tenants gave notice on 8 March 2013 that they were moving out by 14 April 2013.
- The tenants vacated on April 15, 2013, however they failed to pay their last month's rent of \$2100.00.
- They are therefore requesting an order for the outstanding rent of \$2100.00, and the filing fee of \$50.00 for a total order of \$2150.00.
- They are withdrawing their request to retain the security deposit towards this claim, as they will be filing a claim for damages against the security deposit.

The respondent testified that:

- The landlord listed the rental unit for sale, and informed them that if the property sold they would most likely have to move out of the rental unit if the purchaser wanted to move in.
- Because the landlord had told them they would likely have to move out if the purchaser wanted to move in, they took that as a Notice to End Tenancy, and they therefore informed the landlord that they would be out of the rental unit by April 14, 2013.
- Since the Residential Tenancy Act requires that the landlord compensate the tenants the equivalent of one month's rent if they are evicted because the property has sold, they feel they do not have to pay their last month's rent.
- They therefore withheld rent for the final month of their tenancy.

Analysis

It's my finding that the tenants are liable for the rent for the final month of their tenancy.

Tenants are only entitled to compensation if the landlord gives the tenant a Notice to End Tenancy for landlord use, however in this case the landlords never gave the tenants any such notice.

The landlords simply inform the tenants that the property was for sale and that it was likely they would have to move if a purchaser wanted to move in. This does not constitute Notice to End Tenancy and in fact the landlord cannot give a Notice to End Tenancy for sale of the property until after the property has sold and all subjects have been removed. Further that notice can only be given if the purchaser requests that the notice be given.

Therefore in this case it was the tenant's choice to move out of the rental unit without having received a Notice to End Tenancy, and it is the tenant's responsibility to pay the full rent, right to the end of the tenancy.

I therefore allow the landlords request for a Monetary Order for the outstanding rent of \$2100.00.

I also allow the request for recovery of the filing fee.

Conclusion

I have issued a Monetary Order in the amount of \$2150.00.

I make no order regarding the security deposit, as the landlords have withdrawn that portion of their claim.

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: June 27, 2013

Residential Tenancy Branch