



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REQUEST FOR CLARIFICATION

Dispute Codes: FF MNDC MNSD MNR

At your request I am clarifying certain portions of my decision.

First of all you requested that I clarification why I ruled that your Notice to End Tenancy was invalid.

The reason your Notice to End Tenancy was invalid is because the Residential Tenancy Act requires that it be given in the approved form.

Section 52(e) the Residential Tenancy Act states:

52 In order to be effective, a notice to end a tenancy must be in writing
and must

(e) when given by a landlord, ***be in the approved form.***

Your Notice to End Tenancy was not in the approved form, it was simply given in a handwritten letter and therefore the entire notice was invalid.

Secondly you requested and I clarify where in the Residential Tenancy Act it states that when the landlord gives the tenant an invalid Notice to End Tenancy the tenant is no longer required to give the landlord a valid Notice to End Tenancy.

There is nothing in the Residential Tenancy Act that states this, however when I stated that I fail to see how the landlord can expect the tenant to give proper notice when she herself didn't give proper notice to end the tenancy, I was simply pointing out that it surprised me that you would be making such an argument, since you had stated in the letter that if the tenant found something sooner you would understand.

The reason I allowed the tenant to vacate without giving the usual one clear month Notice to End Tenancy, is because on May 11, 2013 you gave the tenant a letter stating

that you wanted her to vacate by the end of June 2013 so that your daughter could move in on July 1, 2013, and in that letter you also stated that if the tenant found something sooner you would understand, thereby implying that you would allow her to vacate sooner. To state that you still expected her to give the proper one clear month Notice to End Tenancy makes no sense whatsoever, because had she done so she could not possibly have moved any sooner, as any notice given in the month of May 2013 would have been valid for the end of June 2013.

Therefore since your letter implied that she would be allowed to vacate sooner, I stated that I fail to see how you could have expected the tenant to give proper notice when the Notice to End Tenancy you gave her did not leave her enough time to give notice to leave sooner.

Your Notice to End Tenancy may not have been a valid Notice to End Tenancy according to the Residential Tenancy Act, however the tenant acted upon the letter you gave her, and even found a place to move to earlier, because of your statement stating that you would understand if she found something sooner. Therefore the tenants actions were the direct result of your letter and as a result, you do not have a claim against the tenant for any further rent.

Further your argument that the tenant abandoned the rental unit because she failed to give proper notice is not a valid argument because, as stated above, the tenant vacated at your request.

You also requested clarification as to why I found that you had not met the burden of proving the claim for cleaning. You have pointed out that you supplied a receipt, and a letter from the cleaning company, however the receipt simply states its for cleaning the lower unit, and the letter that's allegedly from a cleaning company is unsigned, and therefore is of little value. I therefore reiterate that in the absence of a move in or move out inspection report, you did not meet the burden of proving this portion of your claim.

I hope this clarifies my decision for you.

Dated: November 07, 2013

Residential Tenancy Branch