



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenants' application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and for recovery of the filing fee.

Tenant TM and the landlords attended the telephone conference call hearing, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, respond each to the other's submissions, and make submissions to me.

At the outset of the hearing, the tenant confirmed that he had not supplied any documentary evidence in support of his application and that he had received the landlords' documentary evidence.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The undisputed evidence shows that this tenancy began on May 1, 2009, and ended on or about January 31, 2014 when the tenants vacated the rental unit.

The tenants' monetary claim is \$2717.47, which is the equivalent of 1 month's rent at the end of the tenancy.

In support of their application, the tenant submitted that when he received an email from the landlord on January 5, 2014, informing him that the subject rental property had been sold, the equivalent of a 2 Month Notice to End Tenancy for Landlord's Use of the Property had been issued to him. The email informed the tenant that the purchaser was a developer who was in the process of obtaining permits, which was estimated to take 6-8 weeks. The landlord further informed the tenant in the email that at such time as the developer obtained the permits, the tenants would be given the official 2 month notice to vacate.

The email also informed the tenants that the email was not an official notice, but was a way to keep the tenants informed.

The tenant submitted that he had to act upon the landlords' notification, in order to secure alternate suitable living accommodations, and that as the email notice forced the tenants to vacate, he was entitled to compensation of 1 month's rent.

In response, the landlords confirmed their documentary evidence and had not given the tenants a 2 Month Notice.

The landlords also confirmed that the tenants found alternate accommodations and asked to vacate the rental unit by February 1, 2014, and thereafter, a Mutual Agreement to End a Tenancy, signed by both parties, agreeing that the tenancy would end by February 1, 2014, was prepared.

The landlords' relevant documentary evidence included the January 5, 2014, email, further email communication between the parties, and the Mutual Agreement to End a Tenancy.

Analysis

Section 51 of the Act provides as follows:

(1) A tenant who receives a notice to end 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.

In this case, the landlord did not serve or issue such a 2 Month Notice to the tenants; rather, the landlord informed the tenants that in 6-8 weeks time they would be given a 2 Month Notice. As a matter of fact, the tenants were specifically informed that they would not be receiving the Notice until the purchaser had obtained the permits.

Under the Residential Tenancy Act a tenant cannot be compelled to vacate a rental unit at the verbal or otherwise written request of the landlord. The tenants therefore had the choice to stay and wait for the 2 Month Notice. Instead the tenants secured alternate

accommodations and informed the landlords they would vacate the rental unit by February 1, 2014, as mentioned in the Mutual Agreement to end the tenancy.

As the tenants were not issued a 2 Month Notice, under section 49 of the Act, I find they are not entitled to any compensation and I therefore dismiss their claim for the equivalent of 1 month's rent. I find, rather, the tenants chose to leave earlier than they would be required to do so otherwise with a 2 Month Notice.

I also dismiss the tenants' request to recover the filing fee, as I have dismissed their monetary claim.

Conclusion

The tenants' application is dismissed.

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 02, 2014

Residential Tenancy Branch

