



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ONE WEST PROPERTIES CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation pursuant to a notice to end tenancy under section 49 (landlord's use of property).

The tenant testified that he had served the landlord with a notice of this hearing by registered mail on May 24, 2014. The tenant filed a copy of the tracking slip. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Did the landlord serve a valid notice to end tenancy? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on June 15, 2012 for a fixed term of one year, ending June 30, 2013. At the end of the term, the tenancy would continue on a month to month basis. The monthly rent was \$1,650.00 payable on the first of each month.

The tenant stated that on May 31, 2013, he received an email from the landlord informing him that the rental unit was sold and that the tenant would need to move out by June 30, 2013. The parties communicated by email and the tenant filed a copy of the email exchange. The tenant requested the landlord to serve him with a formal notice to end tenancy. The tenant also accepted the landlord's offer to move into the unit next door. The parties entered into a lease for the unit next door and the tenant moved into this unit on July 01, 2013. The tenant agreed that despite his requests he had not received a formal notice to end tenancy for landlord's use of property other than the one month notice by email.

Analysis

Section 52 of the *Residential Tenancy Act* addresses Notices to end tenancy as follows:

Form and content of notice to end tenancy

- 52** In order to be effective, a notice to end a tenancy must be in writing and must
- (a) be signed and dated by the landlord or tenant giving the notice,
 - (b) give the address of the rental unit,
 - (c) state the effective date of the notice,
 - (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
 - (e) when given by a landlord, be in the approved form.

In this case, the notice to end tenancy by email does not comply with section 52 as it was not in the approved form. Therefore, I find that this notice was not valid and the tenancy did not have to end pursuant to this notice. The tenant also had the option of filing an application for dispute resolution at the time he was served with the notice by email, to determine the validity of the notice. Since the tenant was not served with a notice under section 49 (landlord's use of property), I find that the tenant is not entitled to compensation under section 51 of the *Act*.

Conclusion

Based on the notice to end tenancy, by email as filed into evidence by the tenant, the tenant's 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: September 25, 2014

Residential Tenancy Branch

