



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This is an application filed by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, Regulations or the Tenancy Agreement.

The tenant attended the hearing by conference call. The landlord's agent, C.L. attended and stated that the landlord was unavailable due to being sick. The agent stated that no evidence was filed authorizing her to attend on the landlord's behalf.

Rules of Procedure 10.4 states,

10.4 Authority to act as agent or provide assistance to a party

An arbitrator may require an agent to provide proof of his or her appointment to represent a party and may adjourn a dispute resolution proceeding for this purpose.

The agent stated that no documentation was filed authorizing the agent to appear for the landlord. The agent was informed that if she could have the landlord attend the hearing by conference call, she could be allowed to proceed and act as the landlord's agent. The agent agreed to have the landlord call in. The agent was notified that she had a few minutes to get the landlord to call in with the agent to authorize the appearance. After waiting 10 minutes past the start of the hearing time, both the landlord and the landlord's agent failed to call into the conference call hearing. The hearing proceeded in absence of the landlord.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation?

Background and Evidence

The tenant seeks a monetary claim of \$1,100.00 as compensation for failing to comply with the Act. The tenant clarified that he was advised verbally on June 25, 2014 that the landlord wished for the tenant to vacate the rental on August 1, 2014. The tenant stated that the reason given by the landlord was that the landlord's son will move into the rental. The tenant stated that he complied with the verbal request and vacated the rental. The tenant also testified that he later found out that the landlord's son failed to move in and that the rental was re-rented to a new tenant.

Analysis

Section 51 of the Residential Tenancy Act speaks to tenants' compensation after receiving a 2 Month Notice to End Tenancy issued for Landlord's Use of Property.

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

Section 52 of the Act speaks to form and content and states,
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.

It is clear based upon the tenant's undisputed testimony that no written notice was received by from the landlord. The tenant's evidence was that an oral request was made by the landlord for the tenant to vacate and that the tenant complied. I find that

the tenant did not receive a Notice to End Tenancy and is not entitled to compensation as per section 51 of the Act. The tenant's application for monetary compensation is dismissed without leave to reapply.

Conclusion

The tenant's application for a monetary order is dismissed without leave to reapply as no notice was received pursuant to section 51 of the Act.

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: March 26, 2015

Residential Tenancy Branch

