



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 an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for compensation and the filing fee.

The tenant served the landlord with a notice of hearing by registered mail on October 23, 2014 to the address provided by the landlord. The package was returned to the tenant. On January 12, 2015 the tenant re sent the package by registered mail to the landlord's address and also to the dispute rental address. The tenant provided tracking numbers for all registered mail sent by him to the landlord. The packages sent on January 12, 2015 were picked up.

Despite having been notified of the tenant's application and the date/time of the 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(s) to be Decided

Is the tenant entitled to compensation pursuant to a s.49 notice to end tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started sometime in 2011. The monthly rent was \$1,250.00. On July 01, 2014, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. The notice was served in the two page standard approved format. The landlord also attached a hand written note informing the tenant that the home was sold and the new owner wanted the home to be vacant for his own use. The tenant moved out on August 30, 2014 which was the effective date of the tenancy

The tenant stated that rent for the last two months of tenancy was paid and he filed rent receipts as proof of payment.

The tenant also filed copies of three letters to the landlord requesting him to pay the tenant compensation in the amount of one month's rent that he was entitled to, pursuant to s. 49 notice to end tenancy. The landlord informed the tenant that he would speak with the new owner regarding the tenant's request for compensation. The tenant did not hear back from the landlord and filed this application on October 17, .2014

Analysis

Section 49 of the *Residential Tenancy Act* deals with a landlord's notice to end tenancy for landlord's use of property. Section 49 (5) states:

5) A landlord may end a tenancy in respect of a rental unit if

- (a) the landlord enters into an agreement in good faith to sell the rental unit,
- (b) all the conditions on which the sale depends have been satisfied, and
- (c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:
 - (i) the purchaser is an individual and the purchaser, or a close family member, intends in good faith to occupy the rental unit;
 - (ii) the purchaser is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

Section 49(7) of the *Residential Tenancy Act* states that a notice under this section (49) must comply with section 52 [*form and content of notice to end tenancy*].

Section 52 of the *Residential Tenancy Act* states:

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.

Pursuant to section 51 (1) of the *Residential Tenancy Act*, a tenant who receives a notice 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, I find that the tenant received a valid notice to end tenancy for landlord's use of property that complied with Section 52 of the *Residential Tenancy Act*. Based on the testimony of the tenant and the documents filed into evidence, I find that the tenant received a section 49 notice and accordingly is entitled to compensation pursuant to section 51, in the amount of one month's rent of \$1,250.00.

Since the tenant has proven his case, he is also entitled to the recovery of the filing fee of \$50.00. Overall the tenant has established a claim of \$1,300.00. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order for \$1,300.00.

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: May 27, 2015

Residential Tenancy Branch

