



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coldwell Banker and
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for a monetary order for money owed or compensation for damage or loss and for recovery of the filing fee paid for this application.

The tenant and the landlord's agent (hereafter "landlord") attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, neither party raised any issues regarding service of the application or the tenant's evidence. The landlord did not submit evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

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.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation from the landlords and to recovery of the filing fee paid for this application?

Background and Evidence

The undisputed evidence shows that this month-to-month tenancy began on August 15, 2012, ended on September 1, 2014, monthly rent was \$1100.00, and the tenant paid a security deposit of \$550.00, which was returned to the tenant after the tenancy ended.

The tenant submitted a copy of the written tenancy agreement, listing respondent/landlord "CB" as the landlord in trust for the other listed respondents/landlords.

In support of her application, the tenant submitted that she received a 2 Month Notice to End Tenancy for Landlord's Use of the Property ("Notice") from the landlords on or about July 28, 2014, which listed an end of tenancy date of September 30, 2014. The tenant submitted a copy of the Notice, which was signed by the landlord's agent here.

The tenant submitted further that they chose to accept that the tenancy was ending and began looking for a new home immediately. When they secured a new home, the tenant sent a text message to the landlord's agent here, informing the landlord that they would be moving out on September 1, 2014.

The tenant submits that she is entitled to receive compensation equivalent to one month's rent, due to having received the Notice. The tenant's monetary claim is \$1100.00.

Landlord's response-

The landlord did not dispute that she received the tenant's text message, but submitted that had the tenant stayed until the end of September 2014, the effective move-out date, the tenant would have received that month's rent free as compensation.

The landlord submitted that in the alternative, the purchasers of the property, who took ownership of the property on August 31, 2014, should be responsible for paying the tenant the monetary compensation.

Analysis

Under section 51(1) of the Act, a tenant who receives from the landlord a notice to end the tenancy under section 49 of the Act, as is the case here when the landlord issued the tenant a notice that all the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give the notice and as the landlord had all the necessary permits and approvals required by law to repair the

rental unit in a manner that requires the rental unit to be vacant, is entitled to compensation equivalent to 1 month's rent.

Under section 50(1) of the Act, the tenant may end the tenancy earlier than the effective date listed on the Notice by providing the landlord with at least 10 days' notice that they are vacating the rental unit.

Section 50(3) of the Act provides that notice by the tenant under this section does not affect the tenant's right to compensation under section 51.

In the case before me, I find the evidence shows that on August 22, 2014, the tenant provided the landlord with a notice by text message that they were vacating the rental unit on September 1, 2014.

Although section 88 of the Act does not recognize text message communication as an acceptable method of delivery of documents, I order that the delivery of the tenant's notice that they were vacating the rental unit through the August 22, 2014, text message to the landlord, with the landlord's assent, sufficiently served, pursuant to section 71 of the Act.

I accept the undisputed evidence of the tenant that they did not receive compensation equivalent to one month's rent after receiving the landlord's Notice, and therefore I find she is entitled to a monetary award of \$1100.00 against these landlords.

I do not accept the landlord's position that the purchasers of the rental unit were responsible for any monetary compensation granted to the tenant, as the Act specifically states that the tenant is entitled to this compensation from the landlord issuing the Notice.

Further, pursuant to section 72(1) of the Act, I find the tenant is entitled to recover the filing fee for this application.

I therefore find that the tenant is entitled to a monetary award of \$1150.00 comprised the equivalent of one month's rent of \$1100.00 and the \$50.00 filing fee paid by the tenant for this application.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$1150.00, which is enclosed with the tenant's Decision.

Should the landlords fail to pay the tenant this amount without delay, the order may be served on the landlords and filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The landlords are advised that costs of such enforcement are recoverable from the landlords.

Conclusion

The tenant's application seeking monetary compensation from the landlords equivalent to one month's rent and recovery of the filing fee is granted.

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: July 10, 2015

Residential Tenancy Branch

