



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act, (the "Act"), for a monetary order for money owed or compensation for damage or loss under the Act.

The tenant SS, testified that the Application for Dispute Resolution and Notice of Hearing were sent to the landlords by registered mail on January 23, 2015. SS submits the Canada post tracking number indicates the item was successfully delivered to the landlords on January 26, 2015. Filed in evidence is copy of the Canada post tracking number.

I find that the landlords have been duly served in accordance with the Act.

Issue to be Decided

Are the tenants entitled to a monetary order for money owed or compensation under the Act?

Background and Evidence

The tenancy began on December 1, 2013. Rent in the amount of \$1,550.00 was payable on the first of each month. A security deposit of \$775.00 was paid by the tenants.

The tenant SS testified that they were given verbal notice by the landlords on October 3, 2014 that they would have to vacate the property by December 1, 2014. SS submits that the landlords were demolishing the rental premises to build a new house on the property which the owners were planning to live.

The tenant SS testified that they found new rental accommodation and vacated the rental property on November 15, 2014; however, they did not receive compensation equivalent to one month's rent.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, tenants have the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 7(2) of the Act states a landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

In this case, the tenants received verbal notice from the landlord to vacate the rental property by December 1, 2014. The landlord did not serve or issue a 2 Month Notice to End Tenancy for Landlord's Use of Property under section 49 of the Act.

Under the Residential Tenancy Act a tenant cannot be compelled to vacate a rental unit at the verbal request of the landlord. The tenants therefore had the choice to stay and wait to receive the 2 Month Notice. Instead the tenants secured alternate accommodations and informed the landlords they would vacate the rental unit on November 15, 2014.

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 under section 51 of the Act and I therefore dismiss their claim for the equivalent of 1 month's rent.

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: July 29, 2015

Residential Tenancy Branch