



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC

Introduction

This hearing dealt with an application by the tenant seeking compensation for money owed or loss under the Act, regulation or tenancy agreement. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about January 1, 2014. Rent in the amount of \$1650.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$825.00. The tenant stated that the landlord sent her an e-mail on October 16, 2014 asking her to move out of the unit by January 15, 2015. The tenant stated that she moved out on December 7, 2014. The tenant made some inquiries and believes she is entitled to one month's rent as compensation for moving out.

The landlord gave the following testimony:

The landlord stated that the tenancy was on a month to month basis when she sent the e-mail and that she shouldn't have to pay the tenant anything.

Analysis

The tenant stated she believes she is entitled to compensation under the Act because the landlord issued a notice to end tenancy. Section 52 of the Act is 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.

Both parties agree that the landlord sent an e-mail asking the tenant to move out. The tenant was under no obligation to move out as the landlord had not issued a notice in accordance as outlined above. The tenant could have continued living in the unit until the proper notice was issued but chose to move out willingly, the e-mail was simply a request, that the tenant accepted. Further to that, as the landlord did not issue notice in accordance with the Act, the tenant is not entitled to any compensation under the Act.

The tenant has not been successful in her application.

Conclusion

The tenants' application is dismissed in its entirety.

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: August 06, 2015

Residential Tenancy Branch

