



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with a claim by the tenants for a monetary order. Both parties participated in the conference call hearing.

Issue to be Decided

Are the tenants entitled to compensation as claimed?

Background and Evidence

The facts are not in dispute. The tenancy began on February 15, 2014 and the tenants paid an \$875.00 security deposit at that time. The parties entered into a second tenancy agreement on March 1, 2015 which set the monthly rent at \$1,800.00 per month. On March 23, 2015 the landlords sent the tenants the following email:

With difficulty this is a letter to end your tenancy with us of May 31, 2015.
Our family house has been sold and we will need the place back for ourselves.

On May 1, the tenants vacated the rental unit pursuant to the March 23 email. The tenants seek an order for compensation pursuant to section 51 of the Act.

Analysis

The Act governs the means by which landlords may end a tenancy. The landlords here sent the tenants an email advising that the tenancy would end and did not use a proper form as is required by the Act. However, I find that this email specifically told the tenants that their tenancy would be ending and it explained that the landlords intended to occupy the rental unit. It therefore contains the most basic information required under section 49 of the Act to end a tenancy for the purpose of the landlord occupying the unit. Section 51 provides that when tenants have been served with a section 49 notice, they are entitled to receive from the landlords the equivalent of one month's rent

in compensation. Although the landlords did not use the proper form, I find they should not be able to escape their obligations under the Act by failing to comply with the requirements of the Act, particularly when the tenants accepted the invalid notice and acted in reliance on it. I find that the March 23 email was effective to end the tenancy and that it operated in place of a section 49 notice. I find that the tenants are entitled to receive compensation pursuant to section 51 and I award the tenants \$1,800.00.

As the tenants have been successful in their claim, I find they should recover the \$50.00 filing fee paid to bring the claim and I award them that sum.

The tenants have been awarded \$1,850.00 and I grant them a monetary order under section 67 for that sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenants are granted a monetary order for \$1,850.00.

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: October 13, 2015

Residential Tenancy Branch

