



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNDC and FF

### **Introduction**

This hearing was convened to consider the Tenants' Application for Dispute Resolution, in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on July 08, 2015 the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenant cited a tracking number that corroborates this statement.

The Landlord stated that he moved from the service address noted on the Application for Dispute Resolution on April 01, 2015 but the aforementioned documents were forwarded to his new address by Canada Post. He stated that the aforementioned documents were received by his wife on an unknown date but she did not provide them to him until yesterday.

I find that Application for Dispute Resolution and the Notice of Hearing have been served to the Landlord in accordance with section 89 of the *Act*.

On November 27, 2015 the Tenants submitted 11 pages of evidence to the Residential Tenancy Branch. The Tenant stated that he had difficulty locating the Landlord so he was unable to serve it until yesterday, at which time he served it via email. The Landlord stated that he received this evidence on December 14, 2015.

The Landlord as offered an opportunity for an adjournment for the purposes of considering the evidence he received on December 14, 2015 however he stated that he is prepared to proceed with the hearing.

As the Landlord indicated he does not require time to consider the evidence that was served on December 14, 2015 and the evidence appears highly relevant to the issues in

dispute at these proceedings, the evidence was accepted as evidence for these proceedings.

### Issue(s) to be Decided

Are the Tenants entitled to compensation pursuant to section 51(1) of the *Act* because they received a Two Month Notice to End Tenancy for Landlord's Use of Property?

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began prior to the Landlord purchasing the rental unit on March 01, 2015.

The Tenant stated that when the rental unit was purchased by the Landlord the Tenants were paying monthly rent of \$1,440.00. The Landlord stated he cannot recall if the rent was \$1,400.00 or \$1,440.00.

The Landlord and the Tenant agree that the Landlord sent the Tenants an email, dated April 08, 2015, in which he informed the Tenants they must vacate the rental unit by the end of June of 2015.

The Landlord and the Tenant agree that the Tenant sent the Landlord an email, dated April 20, 2015, in which he informed the Landlord that the Tenants will be vacating the rental unit by May 01, 2015, and that the rental unit was vacated on April 30, 2015.

The Landlord and the Tenant agree that rent was paid for April and that the Tenants have not been given compensation for being required to vacate the rental unit. The Tenants are seeking the equivalent of one month's rent because they were asked to vacate the rental unit.

The Landlord and the Tenant agree that the Tenants were never served with a Two Month Notice to End Tenancy for Landlord's Use of Property in the format that is available from the Residential Tenancy Branch.

The Tenants submitted emails they exchanged with information officers at the Residential Tenancy Branch after they received the email from the Landlord on April 08, 2015.

### Analysis

Section 49 of the *Act* authorizes a landlord to end a tenancy for a variety of reasons, including when a landlord or a close family member of the landlord wishes to occupy the rental unit and when the landlord intends to demolish the rental unit. When a landlord wishes to end a tenancy pursuant to section 49 of the *Act*, the Landlord must serve the tenant with notice of the landlord's intent to end the tenancy in accordance with section 52 of the *Act*.

Section 52(a) of the *Act* stipulates that to be effective the notice to end tenancy must be signed and dated by the landlord. I find that the email the Landlord sent, dated April 08, 2015, in which he informed the Tenants they must vacate the rental unit by the end of June of 2015 does not comply with section 52(a) of the *Act*, as it is not signed by the Landlord.

Section 52(b) of the *Act* stipulates that to be effective the notice to end tenancy must give the address of the rental unit. I find that the email of April 08, 2015, in which the Landlord informed the Tenants they must vacate the rental unit by the end of June of 2015, does not comply with section 52(b) of the *Act*, as it does not give the address of the rental unit.

Section 52(d) of the *Act* stipulates that to be effective a notice to end tenancy, when served by the landlord, must state the grounds for ending the tenancy. I find that the email of April 08, 2015, in which the Landlord informed the Tenants they must vacate the rental unit by the end of June of 2015, does not comply with section 52(d) of the *Act*, as it does not give a reason for ending the tenancy.

Section 52(e) of the *Act* stipulates that to be effective a notice to end tenancy, when served by the landlord, must be in the approved form. I find that the email of April 08, 2015, in which the Landlord informed the Tenants they must vacate the rental unit by the end of June of 2015, does not comply with section 52(e) of the *Act*, as it was not given on the form that is created by the Residential Tenancy Branch for this purpose.

I find that the email the Landlord sent to the Tenants on April 08, 2015 did not serve to end this tenancy, as it did not comply with sections 52(a), 52(b), 52(d), and 52(e) of the *Act*. As the email did not end the tenancy, the Tenants were not obligated to vacate the rental unit in accordance with the email.

I note that on May 05, 2015 a Residential Tenancy Branch Information Officer informed the Tenants of options available to the Tenant "if the landlord served the 2 month notice for landlord's use of property (form RTB-32)". I find this information should have caused the Tenants to question whether or not they were required to vacate the rental unit on the basis of the email they received, given that they did not receive form RTB-32.

Section 51(1) of the *Act* stipulates that a tenant who receives a notice to end a tenancy under section 49 of the *Act* is entitled to receive an amount that is the equivalent of one month's rent. I find that the email of April 08, 2015 does not serve as notice to end the tenancy pursuant to section 49 of the *Act* and I therefore cannot conclude that the Tenants are entitled to compensation pursuant to section 51(1) of the *Act*.

I find that the Tenants' Application for Dispute Resolution is without merit and I therefore dismiss the claim to recover the fee for filing this Application for Dispute Resolution and for costs associated to participating in these proceedings.

Conclusion

The Tenants Application for Dispute Resolution 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: December 15, 2015

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Residential Tenancy Branch

