



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNDC, FF

Introduction

In the first application the landlords seek an order of possession and a monetary award for rent and utilities.

In the second application the tenants seek compensation for moving expensed and for the increased rent they now pay at their new accommodation.

Since the applications were brought the tenants moved away. An order of possession is no longer required.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Are the landlords owed rent or utilities? Were the tenants wrongfully evicted entitling them to damages?

Background and Evidence

The rental unit is a two bedroom basement suite. The tenancy started in November 2014. The monthly rent was \$800.00, due on the first of each month in advance. The landlords hold a \$400.00 security deposit. The tenants are responsible for 40% of the utilities (Hydro and Fortis) used in the house.

On May 2, 2017 the landlords gave the tenants a handwritten notice purporting to be a "one month notice" to end the tenancy.

In June the tenants tendered the rent for June to the landlords but it was refused.

The tenants think the landlords wanted them out so that the rental unit could be re-rented for more money.

The landlords say they needed the place for M.s G.S. to move into. The tenants point out that the landlords are presently advertising the suite for rent. Ms. G.S. says her husband Mr. J.S. suffers from depression and “sometimes does that.”

Ms. G.S. claims for June rent and \$150.00 for utilities.

Analysis

The May 2nd “notice” is not a valid Notice to End Tenancy. Section 52 of the *Residential Tenancy Act* (the “Act”) provides:

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,
 - (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
- (e) when given by a landlord, be in the approved form.

The document in question does not state the effective date of the notice, nor the grounds nor is it in the approved form, which contains advice for landlords and tenants about disputing a Notice.

Ms. C.J. had been a resident manager of an apartment building. The tenants had been quick to inform the landlords about what rent increases were allowed by the *Act*. It is curious that they appear to have accepted this clearly inadequate document without complaint.

As the document was not a valid Notice it did not serve to end the tenancy at any time. The tenants were not required by law to move out. The tenants cannot claim damages related to their move out or the increased cost of their new accommodation. They cannot claim that the landlords failed to carry out any stated purpose for the eviction,

like Ms. G.S. moving in, because the document does not state the grounds for ending the tenancy.

The landlords refused the tenants' tender of rent for June. They cannot now reverse that refusal. I dismiss their claim for June rent.

The landlords have not presented utility bills for June to the tenants. They must present those bills before demanding the tenants pay their share. The landlords' claim for utilities is dismissed but with leave to re-apply.

Conclusion

The landlords' claim is dismissed but with leave to re-apply regarding utilities.

The tenants' claim is dismissed.

I offset the filing fees of the parties.

The tenants may be entitled to recover their deposit money but that is not a claim made in their application and was not considered during the hearing and so I make no order in that regard. They are free to apply to recover it.

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 11, 2017

Residential Tenancy Branch