



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FF

Introduction

This matter dealt with an application by the Tenants for the Landlords to comply with the Act, regulations and tenancy agreement and to recover the filing fee.

The Tenants said they served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on October 17, 2017. Based on the evidence of the Tenants, I find that the Landlords were served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Have the Landlords complied with the Act, regulations and tenancy agreement?
2. Are the Tenants entitled to recover the filing fee?

Background and Evidence

This tenancy started on September 15, 2015 as a one year fixed term tenancy and then renewed on another one year fixed term tenancy agreement ending September 30, 2017. The tenancy then continued on a month to month basis. Rent was \$1,500.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$750.00 on September 10, 2015.

The Tenants said the Landlord emailed them in August, 2017 that the Strata was not allowing rentals after December 31, 2017 and that the Landlords would be selling the rental unit. As a result the Tenants gave the Landlords written Notice on or about September 18, 2017 that they were moving out of the rental unit on October 31, 2017. The Tenants submitted a copy of the Notice to End Tenancy that they gave to the Landlord.

After giving the move out notice to the Landlords the Tenants understood that the Landlords should compensate them the equivalent of one month’s rent or give them a free months rent because the Landlord was ending the tenancy for a sale of the property. Consequently the Tenants did not pay the October, 2017 rent of \$1,500.00. The Tenants said they made this application for the Landlord to comply with the Act, regulations and tenancy agreement in support of this compensation.

The Landlord said that as the Tenants gave them written notice to end the tenancy and move out on October 31, 2017 there was no need to issue a 2 Month Notice to End Tenancy for Landlord's Use of the Property as the Tenants agreed to end the tenancy.

Analysis

Section 45 of the Act says (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice, and
- (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The Tenants submitted a copy of the written Notice to End Tenancy that they gave to the Landlord on or about September 18, 2017. The notice is a proper Notice to End Tenancy from a tenant to a landlord and it is valid. The notice ends the tenancy on October 31, 2017. Because the Tenants gave notice to end the tenancy the Landlords did not have to issue a 2 Month Notice to End Tenancy for Landlord's Use of the Property and therefore no compensation is due from the Landlords to the Tenants. I find the Landlords have complied with the Act, regulations and tenancy agreement and as a result the Tenants application for the Landlord's to comply with the Act, regulation and tenancy agreement is dismissed with out leave to reapply.

Further as the Tenants have not been successful in this matter I order the Tenants to bear the cost of the filing fee of \$100.00 that they have already paid.

Conclusion

The Tenants' application is dismissed without leave to reapply.

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: January 08, 2018

Residential Tenancy Branch