



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary award for loss under the *Act* pursuant to section 67.

Both the landlord and the tenant attended the hearing. Both parties were given a full opportunity to be heard, to present testimony and to make submissions.

Both parties acknowledged receipt of each other's evidentiary packages, and the landlord acknowledged receipt of the tenant's application for dispute resolution. I find that both parties were duly served in accordance with the *Act*.

Issue(s) to be Decided

Is the tenant entitled to a monetary award?

Background and Evidence

The tenant provided undisputed testimony that this tenancy began on June 1, 2012 and ended on January 28, 2017. Rent was \$1,200.00 per month, and deposits of \$600.00 each (pet and security) paid at the outset of the tenancy, were returned to the tenant following the conclusion of the tenancy.

The tenant said that on September 30, 2016 she received a copy of an email from the landlord informing her that he required use of the rental suite. This email, titled 'end of tenancy' stated, "There has been a change in my living situation and as such need to occupy the upstairs suite of your residence starting January 1, 2017. Please take this as

your 3 month notice. Per the *Residential Tenancy Act* of BC you are entitled to a minimum of 2 months notice (sic), the return of your damage deposits and the equivalent of one month's rent."

The tenant argued that she was entitled to a monetary award under section 51(2)(a) of the *Act* because the landlord did not use the rental unit as stated in his email. In addition to compensation under section 51(2)(a) of the *Act*, the tenant sought a return of \$825.00 for moving expenses she incurred as a result of having to hire a moving company to assist her with her move.

Analysis

Section 51(2)(a) of the *Act* states, "If steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice, the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement."

I do not find any evidence that the tenant ever received a notice to end tenancy from the landlord for landlord's use of property under section 49. The tenant said that the landlord emailed her to inform her that he required use of the rental unit. No specific reason was cited on this email, other than "There has been a change in my living situation and as such need to occupy the upstairs suite." A copy of this email was provided to the hearing as part of the tenant's evidentiary package. She said that she moved from the rental unit following receipt of this email.

Section 49(7) of the *Act* states, "A notice under this section [section 49] must comply with section 52 of the *Act*." Section 52 says that in order for a notice to end tenancy to be effective it *must be in writing* and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, *state the grounds for ending the tenancy* and *be in the approved form*.

I do not find that the tenant was under any obligation to move from the rental unit as she did not ever receive a valid notice to end tenancy. The tenant moved out of the rental unit following receipt of an email that was not in the approved form, and that did not state the grounds for ending the tenancy as is listed on a 2 Month Notice to End

Tenancy. The tenant is therefore not eligible for compensation under section 51(2)(a) of the *Act* because no notice to end tenancy was ever served to her.

Conclusion

The tenant's application for a monetary award is dismissed.

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 16, 2018

Residential Tenancy Branch