



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This is the Tenant's Application for Dispute Resolution seeking an Order that that Landlord comply with an unspecified section of the Act, regulation or tenancy agreement.

Both of the parties attended and gave affirmed testimony at the Hearing which took place by teleconference. The hearing process was explained and the parties were given an opportunity to ask questions about the process.

The Tenant stated that she left a copy of her Application and the Notice of Hearing documents "on the counter with the key" when she moved out of the rental unit on April 15, 2018. The Landlord acknowledged receipt of the documents. The Landlord acknowledged receipt of the documents. The Landlord stated that she sent her documentary evidence to the Tenant by registered mail. The Landlord did not have the registered mail receipt and tracking number handy; however, the Tenant acknowledged receipt of the Landlord's documents.

I asked the Landlord if she understood what the Tenant was seeking at today's Hearing and she replied that she understood the Tenant is seeking one month's rent in compensation for the Landlord ending the tenancy. The Tenant agreed that this was the reason for her Application. Based on the fact that both parties had the same understanding and were prepared to make submissions on the same topic, I amended the Tenant's Application accordingly, to reflect the Tenant's request for compensation under the provisions of Section 51 of the Act.

Issue(s) to be Decided

Is the Tenant entitled to compensation in an amount equal to one month's rent?

Background and Evidence

The Tenant was living in the rental property when the Landlord purchased the rental property from the Tenant's previous landlord.

The Landlord gave the Tenant a letter on January 18, 2018, advising the Tenant that the Landlord and her husband were going to move into the rental unit, stating, "two months would be the goal but are willing to be flexible".

The Landlord did not provide the Tenant with a 2 Month Notice to End the Tenancy for Landlord's Use of Property.

The Tenant moved out of the rental unit on April 15, 2018.

The parties gave additional testimony which was not relevant to the Tenant's application for compensation.

Analysis

When the Landlord purchased the rental property, in which the Tenant was living at the time of the purchase, the Landlord inherited the tenancy.

Section 51(1) of the Act provides:

51 (1) A tenant **who receives a notice to end a tenancy under section 49** *[landlord's use of property]* is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

[Reproduced as written. My emphasis added.]

Section 52 of the Act provides:

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.**

[Reproduced as written. My emphasis added.]

In this case, I find that the letter provided by the Landlord does not comply with Section 52(e) of the Act because it is not in the approved form. I find that the Tenant did not receive a notice under Section 49 of the Act and therefore is not entitled to the equivalent of one month's rent. The Tenant was under no obligation to move out of the rental unit based on the Landlord's letter dated January 18, 2018.

The parties provided further testimony with respect to whether or not the Landlord is holding a security deposit and whether or not the Tenant paid all of the rent that was due before moving out of the rental unit. I explained that they were both at liberty to make further Application, but that these issues were not in front of me at this time and therefore I would make no findings in that regard. I also strongly encouraged them to attempt to come to an agreement with respect to their outstanding issues, and to speak to an Information Officer with the Residential Tenancy Branch if they had any questions with respect to procedural advice.

Conclusion

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: June 05, 2018

Residential Tenancy Branch