



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

The tenant applies to recover the equivalent of one month's rent pursuant to s. 51 of the *Residential Tenancy Act* (the "*Act*") as well as a return of pro-rated rent after giving a ten day Notice under s. 50 of the *Act*. He also seeks recovery of his \$600.00 security deposit.

The listed 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

Was this tenancy ended as the result of a two month Notice to End Tenancy? Does the landlord have any right to hold the security deposit?

Background and Evidence

The rental unit is a two bedroom house. The tenancy started in the Fall of 2007. The most recent rent was \$1290.00 per month. The landlords took a \$600.00 security deposit and a \$600.00 pet damage deposit at the start of the tenancy.

The tenant vacated the rental unit on or about March 31, 2018. The landlords have returned the pet damage deposit plus interest.

The tenant says the tenancy ended as the result of a two month notice the landlords gave him verbally on the basis that they intended to list the home for sale. No written Notice in the form approved under the *Act*, or in any form, was given. The tenant says he spoke with the landlord Ms. F. on March 14, 2018. She informed him that she would give him a two month notice because the landlords were going to sell the home. The tenant says he knew they could not end the tenancy for that reason alone. He could not say what the effective date of that notice was but did not dispute the suggestion that it would be the end of May 2018. He asked her for a reference at that time, which she agreed to provide and did provide.

Ms. F. says that on March 14 she simply told the tenant the home would be listed for sale and did not give any notice to end the tenancy. She says that the landlords were listing more than one property but only selling one and that this home might not sell or the new owner might not want to live in it, in which case the tenancy would continue.

On or about March 21, the tenant texted the landlords that he would be leaving by April 1 as he'd found a new place to live.

At the end of March the tenant and Ms. F. met. The tenant signed a document acknowledging his receipt back of his pet damage deposit plus interest and authorizing the landlords to keep the security deposit and interest in satisfaction of his obligation for April rent.

The tenant says he thought this document was a mutual end of tenancy agreement. He says he did not know what he was signing and that he did not owe any money for April rent because s. 50 of the *Act* lets him give a ten day Notice to end a tenancy earlier than the effective date of a landlord's two month Notice to End Tenancy.

Analysis

Two Month Notice

I find that landlords did not give the tenant a two month Notice under s. 49 of the *Act*.

It follows that the tenant was not entitled to issue his own ten day Notice to End Tenancy under s. 50 of the *Act*.

This tenancy continued into April and the tenant would have been responsible for April rent.

The tenant was not entitled to any pro-rated rent for the month of March and, in any event, as his purported notice was effective at the end of March, would not have been entitled to any pro-rated rent in any event.

Security Deposit

The landlords have the tenant's written authorization to keep all of the security deposit and interest. The tenant's contention that he did not know what he was signing is completely without merit. He admitted he has been in the active practice of law since 2005. He is taken to know what he is signing and he is not operating under any disability put forward at this hearing. He is bound by the authorization.

Conclusion

The tenant's application 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: September 24, 2018

Residential Tenancy Branch