



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the filing fee from the landlords for the cost of the application.

Both tenants and one of the landlords attended the hearing, and the landlord and one of the tenants gave affirmed testimony. The parties were given the opportunity to question each other.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Have the tenants established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for compensation required for ending the tenancy for landlord's use of the property?

Background and Evidence

The tenant testified that this fixed-term tenancy began on July 15, 2016 and expired on July 15, 2017 thereafter reverting to a month-to-month tenancy which ultimately ended on April 1, 2018. Rent in the amount of \$2,600.00 per month was payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$1,300.00 which has been returned to the tenants, and no pet damage deposit was collected. The rental unit is a

single family dwelling, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that when delivering 6 months of post-dated rent cheques to the landlords, the landlord said he wanted his house back and that the landlords do not like the location that the landlords currently reside in. The landlord told the tenant to move out by July 1, 2018. Where a tenant is asked to move out for landlord's use of property, the landlord has to pay compensation. The tenant told the landlord it was very inconvenient, and the landlord didn't mention that he was required to serve a notice to end the tenancy. The landlord also asked the tenant to give the landlord notice to end the tenancy, presumably to avoid having to pay the compensation to the tenants.

The parties agreed that if the tenants found a new home earlier, they would move out earlier. When the tenant returned the keys to the landlord, the tenant asked for compensation and the landlord denied it. The tenants went through hard times and emotional distress and should not have been taken advantage of.

The landlord testified that the tenant arrived at the landlords' home on February 28, 2018 to give the landlords the rent cheques. Out of courtesy the landlord decided to give the tenant a heads-up verbally that the landlords were going to occupy the rental unit, with 4 months notice. The decision for July 1 was made because the tenants' kids were in school. The landlord told the tenant that he would give the tenants actual written notice in 2 months time, and if the tenants were going to move out earlier, they should give the landlord proper notice to end the tenancy. The tenant was thankful that the landlord gave him the heads-up.

On March 3, 2018 the landlord received a text message from the tenant saying that the tenants had found another rental unit and would be moving at the end of the month. The landlord was not happy with that and told the tenant that a full month's notice ought to have been given. The next day, the landlord agreed, and the tenants gave written notice to vacate on March 6, 2018, effective April 1, 2018.

The rental unit was re-rented for May 1, 2018, but for one month there wasn't anyone living in the rental unit.

Analysis

A landlord is required by law to provide tenants with compensation equivalent to one month's rent if the landlord serves the tenants with a Two Month Notice to End Tenancy for Landlord's Use of Property. In this case, the landlords did not serve such a notice, and verbal notice does not suffice. The compensation must be paid on or before the

effective date of the landlord's notice. In this case, there is no notice given by the landlords. The tenants feel taken advantage of, however the tenants did not have to move out until the landlords served such a notice, and since no notice was given by the landlords, the tenants are not entitled to the compensation.

Since the tenants have not been successful with the application, the tenants are not entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, the tenants' application is hereby 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 18, 2018

Residential Tenancy Branch