



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on March 15, 2017 on a fixed term to end March 15, 2018. Rent of \$2,100.00 was payable on the 15<sup>th</sup> day of each month. The tenancy agreement provides that if the Parties do not enter into another tenancy agreement the tenancy continues on a month to month basis unless the Tenants give notice to end the tenancy.

The Tenant states that the Landlords informed the Tenants by email dated January 22, 2018 that the unit was being listed for sale, that the tenancy agreement would not be renewed and that the Tenants must vacate the unit at the end of the fixed term. The Tenant states that they were not aware that they had a choice about moving out of the

unit or that the Landlord's email was not valid to end the tenancy. The Tenant states that they did not call the Residential Tenancy Branch to obtain information about the tenancy or how the Landlord was able to end the tenancy. The Tenants moved out a few days prior to the end date of the fixed term. The Tenant states that it was not until after they moved out that they learned about the entitlement to the compensation where a landlord ends a tenancy for landlord's use. The Tenants claim compensation equivalent to one month's rent.

The Landlord states that they did not force the Tenants to move out of the unit, that they informed the Tenants at the outset of the tenancy that the unit would likely be sold in the following year or so, and that the Tenants were given a prior opportunity to purchase the unit before it was listed for sale.

### Analysis

Section 51(1) of the Act provides that a tenant who receives a notice to end a tenancy for 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. Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and when given by a landlord must, inter alia, be in the approved form. Section 44(1)(d) of the Act provides that a tenancy ends where, inter alia, a tenant vacates the rental unit.

The tenancy agreement required the tenancy to continue on a monthly basis if the Parties did not agree to another tenancy agreement. The tenancy agreement did not allow the Landlord to arbitrarily end the tenancy at end of the fixed term. The Act does not allow a landlord to end a tenancy where a unit is being placed for sale. As the Tenants were not given a notice to end tenancy for landlord's use on an approved form I find that the Landlord did not effectively end the tenancy with the email. As the Tenants moved out of the unit without the Landlord effectively ending the tenancy I find that the tenancy ended as a result of the Tenants' act and not as a result of an effective notice

from the Landlord. I therefore find that the Tenants are not entitled to the compensation claimed and I dismiss that claim. As the Tenants primary claim has not had any merit I decline to award recovery of the filing fee and in effect the Tenants' application is dismissed in its entirety.

Conclusion

The 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: October 19, 2018

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Residential Tenancy Branch