



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC FF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A participatory hearing was held, via teleconference, on May 9, 2019. The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- An order that the Landlord comply with the *Act*, regulations, and/or a tenancy agreement.

The Tenants both attended the hearing. However, the Landlords did not attend. The Tenants testified that they personally served the Landlords with their application and evidence on April 24, 2019. I find the Landlords were sufficiently served this same day.

The Tenants provided testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Are the Tenants entitled to an order that the Landlord comply with the *Act*, or the Tenancy Agreement?

Background and Evidence

The Tenants stated that they have lived in the rental unit for a couple of years now and on March 12, 2019, the Landlords informed the Tenants, via text message, that they sold the house. The Landlords stated in this text message (provided into evidence) that the Tenants had to move out by the end of May 2019. The Tenants stated that they never received a proper notice to end tenancy, and want the Landlords to comply with the Act and end the tenancy legally.

The Tenants were looking for clarification as to whether or not they would have to move out based on this text message.

Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find the Landlords have failed to provide the Tenants with a proper Notice to End Tenancy. Section 52 states the following:

Form and content of notice to end tenancy

- 52** 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.

Since the Landlords have failed to give proper notice to the Tenants, I order the tenancy to continue until it is ended in accordance with the Act. Unless the Tenants and the Landlords mutually agree to end the tenancy, in writing, the tenancy may only end when one party gives proper notice to the other party.

As the Tenants were successful with their application, I grant them the recovery of the filing fee against the Landlords. The Tenants may deduct the amount of \$100.00 from 1 (one) future rent payment.

Conclusion

The Landlords are ordered to comply with the Act, and if they are seeking to end the tenancy, they must do so with a valid Notice to End Tenancy, and in accordance with the Act.

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: May 10, 2019

Residential Tenancy Branch