



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

:

- a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. The parties confirmed that they had exchanged their documentary evidence.

Preliminary Issue- Notice to End Tenancy

At the outset of the hearing both parties advised that the landlord made an email request in January 2019 asking that the tenants move out by April 30, 2019. There was further correspondence and the parties agreed to end the tenancy and have the tenants move out by May 31, 2019. Both parties gave testimony that the email from the landlord requesting the tenants move out was the only notice ever given.

Analysis

Section 51(1) of the Act requires that a landlord, **who gives a notice under section 49, including the form of notice that is the subject of this application**, must pay the tenant an amount equivalent to one month's rent. Section 51 (2) of the Act states as follows:

- (2) In addition to the amount payable under subsection (1), if

(a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or

(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of twelve times the monthly rent payable under the tenancy agreement.

Both parties confirmed that an email request was made by the landlord asking the tenants to end the tenancy and move out. Both parties confirmed that a notice to end tenancy in the approved form was never issued by the landlord. As a result of there not being an actual notice to end tenancy but only an email request, the tenants are not entitled to any compensation. This was explained to the tenant who indicated that he understood.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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 29, 2020

Residential Tenancy Branch