



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

On June 12, 2020, the Tenants submitted an Application for Dispute Resolution seeking a monetary order for money owed or compensation for damage or loss under the Act, regulations, or a tenancy agreement, and to recover the filing fee for the Application.

The matter was set for a conference call hearing. The Landlord and Tenants appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me. Both parties confirmed they received the evidence from the other party.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Are the Tenants entitled to compensation from the Landlord?
- Are the Tenants entitled to recover the cost of the filing fee?

### Background and Evidence

The Tenants and Landlords testified that the tenancy began on July 1, 2017 as a one-year fixed term tenancy that continued thereafter on a month to month basis. The parties testified that rent in the amount of \$2,250.00 was to be paid to the Landlords by the first day of each month.

The Tenants testified that the Landlords informed them that they would be selling the house. The Tenants moved out of the rental unit on June 1, 2020. The Tenants submitted that they believe they are entitled to one months rent payable under the tenancy agreement.

The Tenants testified that on May 1, 2020 they gave the Landlords written notice to end the tenancy for June 1, 2020. The Tenants testified that they never received a notice to end tenancy from the Landlords.

The Tenants are seeking compensation of \$2,250.00 which is the amount of one months rent payable under the tenancy agreement.

In response, the Landlord provided testimony that she informed the Tenants that they would be selling the house. She testified that the Tenants gave her written notice to end the tenancy before the Landlord was able to issue a notice to end tenancy.

The Landlord testified that she called the Residential Tenancy Branch and was informed that since the Tenants gave notice to end tenancy and since the Landlord never issued a Two Month Notice to end Tenancy for Landlord use of property, the Landlord is not obligated to compensate the Tenants.

In reply, the Tenants testified that the Landlord requested that they give her written notice to end the tenancy.

In reply, the Landlord testified that the Tenant sent her a text message that they had found a new rental unit, so the Landlord asked them to provide written notice to end the tenancy.

### Analysis

Section 51(1) of the Act provides that a tenant who receives a notice to end a tenancy under section 49 [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 44 of the Act provides that a tenancy ends only if:

(a) the tenant or landlord gives notice to end the tenancy in accordance with one of the following:

- (i)section 45 [*tenant's notice*];
- (i.1) section 45.1 [*tenant's notice: family violence or long-term care*];
- (ii)section 46 [*landlord's notice: non-payment of rent*];
- (iii)section 47 [*landlord's notice: cause*];
- (iv)section 48 [*landlord's notice: end of employment*];
- (v)section 49 [*landlord's notice: landlord's use of property*];
- (vi)section 49.1 [*landlord's notice: tenant ceases to qualify*];
- (vii)section 50 [*tenant may end tenancy early*];

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Landlord never issued a notice to end tenancy to the Tenants. Verbal notification that the Landlord is selling the residential property is not a proper notice to end tenancy and is not enforceable.

If the Landlord sold the property, the tenancy may or may not end depending on whether the purchaser wanted vacant possession of the residential property. If the purchaser wanted vacant possession, the Landlord would be required to issue a Two Month Notice for Landlords Use of Property. Only in that case would the Tenants be entitled to compensation. I find that the Tenants did not receive a notice to end tenancy from the Landlord and they were under no legal obligation to move or vacate the unit.

I find that the tenancy ended due to the Tenants' decision to give the Landlord written notice to end the tenancy effective June 1, 2020.

Compensation of one months rent under section 51 of the Act flows from the issuance of a Two Month Notice. Since a Two Month Notice was never issued, the Tenants are not entitled to receive compensation from the Landlord.

The Tenants' application for compensation is dismissed without leave to reapply.

### Conclusion

The Tenants never received a Two Month Notice to End Tenancy for Landlords Use of Property from the Landlord and therefore, they are not entitled to receive compensation.

The Tenants' application for compensation 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 28, 2020

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Residential Tenancy Branch