



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC

Introduction

The former Tenant (hereinafter the “Tenant”) filed an Application for Dispute Resolution on July 31, 2021. They are seeking compensation related to the Landlord ending the tenancy.

The matter proceeded by hearing on February 14, 2022 pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and offered the attending parties the opportunity to ask questions. At the outset, the representative for the Landlord in the hearing (hereinafter “Landlord”) confirmed they had the notice of this hearing and the evidence document prepared by the TT. On this basis, the hearing proceeded.

Issue to be Decided

Is the Tenant entitled to monetary compensation for the landlord ending the tenancy, pursuant to s. 51 of the *Act*?

Background and Evidence

The Tenant provided basic tenancy details on their Application and confirmed these details verbally in the hearing. The tenancy started on March 1, 2020 for an initial one-year term. They paid \$1,200 per month. Rent was payable on the first of each month.

The Tenant submitted a copy of an unsigned subsequent tenancy agreement, showing a start date of April 1, 2021 and an end date of September 30, 2021. This shows the same amount of rent. This document also shows the indication that at the end of this

term, the Tenant must vacate the rental unit, with the provided reason that “Family requires home for family member.” The document cites s. 13.1(2)(b) of the *Act* as the reason for this fixed-term agreement.

The Tenant described how they did not sign this agreement due to the incorrect postal code. They mentioned this to the Landlord; however, the Landlord did not make the correction and thus the agreement was not signed by any of the parties. The Tenant’s copy in their evidence contains all details filled in, yet no signatures. The Landlord in the hearing confirmed the copy they had was not signed.

In the hearing, the Tenant set out that the Landlord served the Two-Month Notice on May 18, 2021. This was after phone calls and text messages. The document specified the move-out date of July 31, 2021. The Landlord indicated the reason was their own child needed the rental unit. The Tenant in the hearing confirmed they did not dispute the validity of the Two-Month Notice in a dispute resolution process.

The Tenant then gave their own earlier notice to the Landlord via text on May 30 that they would end the tenancy earlier than the date specified on the Two-Month Notice. They did not specify the date; however, they notified the Landlord this was “one month early”, to be end of June. The Tenant in the hearing gave their final move-out date as June 29.

The Landlord in the hearing stated that the Tenant returned the key for the rental unit on July 1. They made efforts to assist the Tenant in finding a new rental unit in this situation where the end of tenancy was hastened by the Landlord’s own child undergoing an immediate shift in their relationship. The Landlord confirmed they had communication from the Tenant about their earlier end to the tenancy on May 30.

The Tenant claims for the final month of rent they are owing in the circumstances of a Landlord issuing a Two-Month Notice. This is \$1,200, as per their monthly rent amount. On the Application, the Tenant doubled this amount, claiming \$2,400. This was based on their queries to the Residential Tenancy Branch wherein they were told if the Landlord does not provide that compensation within one month after the end of the tenancy, that amount would be doubled.

The Landlord responded to the specific point of the Tenant’s monetary claim. They stated that here the Landlord always tried to provide as much time as possible before ending the tenancy. The Landlord’s opinion was that they had assisted the Tenant to find alternate accommodation that the Tenant declined, “so compensation didn’t make sense.”

Analysis

I find this tenancy existed on a month-to-month basis at the time the Landlord served the Two-Month Notice on May 18, 2021. The Tenant presented an unsigned copy of the tenancy agreement that was arranged as a fixed term with a specific instruction for the Tenant to move out at the end of that term. That is unsigned, and both Tenant and Landlord agreed in the hearing that no signed copy was ever provided by either party. Most importantly, the space in the agreement for both parties to initial that important clause is left blank. For these reasons, I find that agreement was not implemented, and has no bearing in the application of the *Act* in this situation.

Under s. 49 of the *Act* a landlord may end a tenancy if they or a close family member intends in good faith to occupy the rental unit. There is compensation awarded in certain circumstances where a landlord issues a Two-Month Notice. This is covered in s. 51:

- (1) A tenant who receives a notice to end a tenancy under s. 49 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.

A tenant may end a tenancy early in these circumstances, as per s. 50. This must be "at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice". Further, s. 50(3) especially provides that a notice from a tenant to end early "does not affect the tenant's right to compensation under s. 51".

On May 30, The Tenant ended the tenancy early, as permitted by s. 50. I grant the Tenant the amount of one-month's rent in line with s. 51(1). The *Act* s. 50(3) is very specific about the Tenant's right to one full month's rent in line with the Two-Month Notice. I grant the Tenant the \$1,200 compensation.

Though the Tenant cited communication with the *Residential Tenancy Branch* as their rationale for claiming double this amount, in actuality there is no authority in the *Act* for that. The Tenant's award is limited to the single-month rent amount.

Conclusion

Pursuant to s. 51 of the *Act*, I grant the Tenant a Monetary Order in the amount of \$1,200. I provide the Tenant with this Order in the above terms, and they must serve it to the Landlord as soon as possible. Should the Landlord fail to comply with this Order,

the Tenant may file the Order in the Small Claims Division of the Provincial Court where it may be enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 14, 2022

Residential Tenancy Branch