



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNETC, FF

### Introduction

This hearing dealt with the tenants' application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- compensation from the landlord related to a Two Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice); and
- recovery of the filing fee.

The tenant RD and the landlord attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, both parties affirmed they were not recording the hearing.

The parties confirmed receiving the other's evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation due to a landlord's 2 Month Notice and to recovery the filing fee?

Background and Evidence

The tenancy start date was October 1, 2016 and the ending monthly rent was \$2,750. The tenant said that all four of the tenants vacated the rental unit by August 2021.

The tenant's monetary claim is \$2,750.

The tenant said that they called the RTB and were informed that the landlord owed the tenants compensation equal to one month's rent, as the landlord requested that they vacate the rental unit. The tenant confirmed that the landlord did not serve the tenants with a formal Notice on the RTB form, but the request came in an email to the tenants.

The tenants wrote that there is a legal requirement that the landlord pay them the monetary compensation when a landlord moves back into the rental unit.

Landlord's response –

The landlord said he did not give the tenants a notice to vacate, and it was the tenants who gave their notice to vacate.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 51(1) of the Act, 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.

What this means is, the triggering event entitling a tenant to receive compensation equivalent to one month's rent under the tenancy agreement as compensation is being served with the proper Notice.

In this case, the tenants did not receive a 2 Month Notice. A landlord cannot end a tenancy by sending an email or in conversation with the tenant. As a result, I find it was the tenants' choice to vacate the rental unit, as they were not legally obligated to vacate.

Based on the above, I find the tenants have failed to prove the landlord ended in the tenancy in accordance with section 49 of the Act and therefore, I find the tenants have submitted insufficient evidence to show they are entitled to compensation under section 51(1) of the Act. Therefore, I dismiss the tenants' application without leave to reapply.

### Conclusion

For the above reasons, I dismiss the tenants' application due to insufficient evidence, 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: April 26, 2022

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Residential Tenancy Branch