



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNETC, FFT**

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) for compensation because the landlord ended the tenancy and has not complied with the Act or used the rental unit for the stated purpose.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The landlord indicated that the evidence the tenant provided them is of poor quality and unreadable. The tenant confirmed they provided the landlord with black and white documents and not colour as submitted to the Residential Tenancy Branch. I read to the landlord the conversation in the text message provided and they are prepared to proceed with the evidence.

Issue(s) to be Decided

Is the tenant entitled to receive one month’s compensation for receiving a Two Month Notice to End Tenancy for Landlord’s Use of Property?

Background and Evidence

The tenancy began on February 1, 2019. Rent in the amount of \$900.00 was payable on the first of each month. A security deposit of \$450.00 was paid by the tenant. The tenancy ended on February 28, 2021.

The tenant testified that they should be entitled to receive compensation pursuant to section 51(1) of the Act that is equal to one month rent, as the landlord gave them

notice that they wanted the premises back for their own purpose by text message dated November 28, 2020, and they responded that could it be the end of January 31, 2021.

The landlord testified that they did not issue a notice to end tenancy and the tenant was moving out.

Analysis

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

This Act cannot be avoided

5 (1) Landlords and tenants may not avoid or contract out of this Act or the regulations.

(2) Any attempt to avoid or contract out of this Act or the regulations is of no effect.

Tenant's compensation: section 49 notice

51 (1) 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.

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.

In this case, the tenant did not receive a notice to end tenancy under section 49 of the Act. While I accept the landlord asked the tenant, if it was possible for the tenant to find a new place, as that they would like the rental unit back. However, the tenant was required to wait to receive a notice to end tenancy that complies with the Act in order to be effective. The text message from the landlord does not contain any of the required elements as set out in section 52(a)(b) (c)(e) of the Act. I find the tenant is not entitled to compensation under the Act. Therefore, I dismiss the tenant's claim for compensation under the Act and to recover the cost of the filing fee.

Conclusion

The tenant's application is dismissed 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: August 12, 2022

Residential Tenancy Branch