



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OLC, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for an Order requiring the Landlords to comply with the *Residential Tenancy Act (Act)* and/or tenancy agreement and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on September 10, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in August of 2022 was sent to the Landlords, via registered mail. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On December 20, 2022 the Tenant filed an Amendment to the Application for Dispute Resolution, in which she added a monetary claim of \$2,800.00. The Agent for the Landlord acknowledged receipt of the Amendment and I will be considering that claim.

On December 28, 2022 the Landlords submitted evidence to the Residential Tenancy Branch. The Agent for the Landlords stated that this evidence was served to the Tenant, via email, on December 28, 2022. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On December 28, 2022 the Tenant submitted evidence to the Residential Tenancy Branch, which she stated was served to the Landlords in response to the Landlord's evidence of December 28, 2022. As this evidence was not served to the Landlords in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure, this evidence was not accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Are the Landlords obligated to comply with the offer of one month's free rent?

Background and Evidence:

The Tenant and the Agent for the Landlords agree that:

- The tenancy began on October 15, 2017;
- When the tenancy began, the rent was due by the 15th day of each month;
- Sometime after the tenancy began the parties agreed that the rent was due by the first day of each month;
- When the tenancy ended, the monthly rent was \$2,600.00;
- On April 18, 2022 the Agent for the Landlords informed the Tenant, via email, that the rental unit was being listed for sale;
- In the email of April 18, 2022, the Agent for the Landlord informed the Tenant that if she finds alternate accommodations before being served with a notice to end tenancy from the "buyers", the Landlords will provide her with "one month's compensation";
- On August 02, 2022 the Tenant sent the Agent for the Landlords an email, in which she asked if the offer of a free month's rent is still valid;
- On August 02, 2022 the Agent for the Landlords informed the Tenant that the rental unit is being taken off the market, although he does not specifically declare that the offer for a free month's rent is rescinded;
- On August 04, 2022 (at 1214 hrs) the Tenant sent the Agent for the Landlords an email, in which she informed sent the Landlords notice of her intent to vacate the rental unit on September 30, 2022 has been mailed to the Landlords;
- On August 04, 2022 (at 1410 hrs) the Agent for the Landlords informed the Tenant, via email, that the offer of a free month's rent is no longer valid;
- The Tenant mailed the Landlords a letter, dated August 03, 2022, which serves as written notice of her intent to end the tenancy on September 30, 2022;
- The rental unit was vacated on September 30, 2022;
- The Landlords did not serve the Tenant with a Notice to End Tenancy; and

- Rent was paid for August and September of 2022.

The Tenant stated that she signed a tenancy agreement for her new home prior to discussing the offer of free rent with the Agent for the Landlord on August 02, 2022. The Agent for the Landlords stated that he was not aware the Tenant had signed a new tenancy agreement prior to their discussions on August 02, 2022.

Analysis:

On the basis of the undisputed evidence, I find that on April 18, 2022 the Agent for the Landlords informed the Tenant, via email, that the rental unit was being listed for sale and that he told her that the Landlords would provide her with “one month’s compensation” if she found alternate accommodations prior to be served with a notice to end tenancy by the “buyers”.

On the basis of the testimony of the Tenant and in the absence of evidence to the contrary, I find that prior to being advised that the offer of one months rent was rescinded, she entered into a tenancy agreement for a new home. As the Tenant was never served with a notice to end tenancy by the “buyers”, I find that she is entitled to the compensation offered by the Landlords.

As the Tenant acted on the offer of a rent reduction prior to the offer being rescinded, I find that the Landlords must comply with their offer to compensate the Tenant the equivalent of one month’s rent, which was \$2,600.00. As such, I grant the Tenant’s application for \$2,600.00.

I find that the Tenant’s Application for Dispute Resolution has merit and that the Tenant is entitled to recover the fee paid to file this Application.

Conclusion:

The Tenant has established a monetary claim of \$2,700.00, which includes one month’s free rent and \$100.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlords do not voluntarily comply with this Order, it may be served on the Landlords, filed with the Province of British Columbia Small Claims Court and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 09, 2023

Residential Tenancy Branch