



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with the tenant's application for a monetary order for reimbursement of one full month's rent and recovery of the filing fee for this application. Both parties, including the tenant's agent participated in the hearing and gave affirmed testimony.

Issue to be Decided

- Whether the tenant is entitled to a monetary order under the *Act*

Background and Evidence

The month-to-month tenancy began on October 15, 2007. Rent in the amount of \$700.00 was payable in advance on the first day of each month. At the outset of the tenancy the landlord collected a security deposit of \$350.00.

On May 14, 2008 the landlord advised the tenant that the property had been sold and verbally informed her that she could continue to reside in the unit until July 31, 2008.

On or around May 25, 2008 the tenant informed the landlord of her intention to vacate the unit by June 10, 2008. Subsequently, the landlord returned the tenant's security deposit in addition to her post-dated cheque for June's rent.

The tenant makes reference to section 51 of the *Act* which speaks to "Tenant's compensation: section 49 notice." Specifically, the tenant takes the position that as the landlord issued a 2 month notice to end tenancy for landlord's use of property, she is also entitled to reimbursement of the full month's rent for May.

Analysis

Section 49 of the *Act* provides that the landlord may end a tenancy not earlier than 2 months after the date notice is issued to the tenant, if the landlord enters into an agreement in good faith to sell the rental unit. In this case the landlord verbally informed the tenant on May 14, 2008 that the tenancy would end July 31, 2008. However, section 52 of the *Act* sets out the required form and content of notice to end tenancy, as follows:

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, and
- (e) when given by a landlord, be in the approved form.

As the landlord only informed the tenant verbally that tenancy would end, a 2 month notice to end tenancy had not effectively been issued. Nevertheless, following receipt of the tenant's notice to vacate the unit on June 10, 2008, the landlord returned the tenant's post-dated cheque for June's rent in the full amount of \$700.00. Accordingly, I find that the tenant is not entitled to a monetary order for any further reimbursement of rent, and I also dismiss her application for recovery of the filing fee.

Conclusion

The tenant's application is hereby dismissed without leave to reapply.

DATE: December 9, 2008

Dispute Resolution Officer

