



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT MNDCT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord attended the hearing, and the tenant gave affirmed testimony.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for compensation required by the landlord for ending the tenancy for landlord's use of property?

### Background and Evidence

The tenant testified that this tenancy began on September 1, 2017 and was fixed till May 31, 2018. A copy of the tenancy agreement has been provided as evidence for this hearing which states that after the fixed term ends, the tenancy ends.

Rent in the amount of \$1,400.00 per month was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,300.00, and no pet damage deposit was collected. The landlord returned \$1,100.00 to the tenant, and the tenant agreed that the landlord keep the other \$200.00.

The tenant further testified that the landlord sent emails to the tenant about vacating the rental unit because the landlord intended to move in. Copies of emails exchanged between the parties have been provided for this hearing. The landlord did not serve the tenant with a notice, only the emails, and the tenant had to find another place, which is difficult in the community. The landlord did not provide the tenant with any compensation, and the tenant claims \$1,400.00, the equivalent of 1 month's rent.

### Analysis

The *Residential Tenancy Act* states:

**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.

**49** (7) A notice under this section must comply with section 52 [*form and content of notice to end tenancy*] and, in the case of a notice under subsection (5), must contain the name and address of the purchaser who asked the landlord to give the notice.

Since the landlord did not serve a Two Month Notice to End Tenancy for Landlord's Use of Property, the tenant didn't have to move out, and the landlord is not required to provide any compensation to the tenant.

### Conclusion

For the reasons set out above, the tenant's application is hereby dismissed.

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: October 09, 2018

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Residential Tenancy Branch