



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking a monetary order for compensation under the Act or tenancy agreement.

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 to me.

Issues(s) to be Decided

Is the Tenant entitled to the monetary compensation sought?

Background and Evidence

The Tenant moved into the rental unit on or about May 1, 2009. It appears there was no written tenancy agreement.

On or about July 31, 2009, the Landlord gave the Tenant a letter telling him the tenancy was ending in one month without any stated reason and he had to vacate. When he questioned the Landlord he was apparently told that the room was needed for another Tenant.

The Tenant moved out in August of 2009, and received his security deposit back, along with a pro-rated portion of his August rent.

The Landlord testified that it was a month to month tenancy and not a lease. She testified that she thought she could end the tenancy with a letter and did not have to have cause to end the tenancy.

The Landlord testified that the rental unit has not been re-rented. She then alleged that the Tenant was smoking in the rental unit and had used drugs and that was why the letter was given.

Analysis

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

I find the Landlord has breached Part 4 of the Act. The Landlord is not allowed to end the tenancy without following the procedures in the Act and she must use the correct Notice to End Tenancy according to the circumstances. This applies whether the tenancy was month to month or a term lease agreement.

I find that it was likely the Landlord should have given the Tenant a two month Notice to End Tenancy under section 49 of the Act, which would have included one month free rent for the Tenant. Based on this, I find that one month of rent is an appropriate amount for the Tenant's losses.

Therefore, I order the Landlord to pay the Tenant the sum of **\$500.00**. The Tenant is given a formal order in those terms, and must serve the Landlord with the order. If the Landlord refuses to pay the Tenant, this order may be enforced in the Provincial Court (Small Claim Division).

As the Landlord also seems to lack a basic understanding of her rights and responsibilities, I am also enclosing a copy of a guidebook for the Act for her use.

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: December 07, 2009.

Dispute Resolution Officer