

DECISION

Dispute Codes: MNDC, RPP, AAT, RR, FF

Introduction

This is the Tenant's application for a Monetary Order for compensation or loss; for Orders that the Landlord return the Tenant's property and provide access to the Tenant to or from the rental unit; for an Order that the Tenant be allowed to reduce rent for repairs, services or facilities agreed upon but not provided; and to recover the cost of the filing fee from the Landlord.

Both parties appeared at the Hearing, gave affirmed evidence and this matter proceeded on its merits.

Issue(s) to be Decided

- (1) Is the Tenant entitled to a monetary order for compensation in the equivalent of one month's rent, pursuant to the provisions of Section 51 of the Residential Tenancy Act (the "Act")?;
- (2) Should the Landlord be ordered to return the Tenant's property and provide the Tenant access to the rental unit, pursuant to the provisions of Sections 30 and 65(1) of the Act?; and
- (3) Is the Tenant entitled to a rent reduction pursuant to the provisions of Section 65(1) of the Act?;

Background and Evidence

Monthly rent was \$500.00, due on the first day of each month.

The Landlord issued a 2 month Notice to End Tenancy for Landlord's Use on November 23, 2009.

The Tenant moved out of the rental unit on February 2, 2010. The Ministry of Housing and Social Development (the "Ministry") paid rent on the Tenant's behalf for the month of January, 2010.

The Landlord paid the compensation due to the Tenant pursuant to the provisions of Section 51 of the Act to the Ministry, rather than directly to the Tenant.

The Tenant testified that her roommate locked her out of the rental unit in December, 2009 and January 2010, after she lost her key. The Landlord testified that the Tenant had lost 3 keys over the period of her tenancy.

The Tenant testified that she now has her personal property, and therefore she withdrew her application for an Order that the Landlord return it.

Analysis

The Tenant provided no testimony or evidence with respect to her application to reduce rent for repairs, services or facilities agreed upon but not provided. Therefore, this portion of her application is dismissed.

The Tenant withdrew her application for an Order that the Landlord return her personal property, and therefore this portion of her application is dismissed as withdrawn.

I do not find that the Landlord locked the Tenant out of the rental unit in December and January. Therefore, this portion of the Tenant's claim is dismissed.

The tenancy has ended, and therefore I dismiss the Tenant's application to be allowed access to or from the rental unit.

There is no evidence that the Tenant paid a filing fee for the cost of this application, and therefore I dismiss her application to recover this cost from the Landlord.

Section 51 of the Act states:

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.

There is no provision in the Act for the Landlord to provide this compensation to anyone other than the Tenant. Therefore, I order the Landlord to pay the Tenant compensation under Section 51 of the Act.

I find that the effective date of the end of tenancy under the Notice to End Tenancy was January 31, 2010. The Tenant did not move out of the rental unit until February 2, 2010, and therefore was overholding for two days. I therefore reduce the compensation due to the Tenant under Section 51 of the Act to a prorated amount of \$464.30 (\$500.00 divided by 28 days = \$17.85 per day, x 2 days = \$35.70).

Conclusion

I hereby grant the Tenant a Monetary Order in the amount of \$464.30 against the Landlord. This Order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) 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*.

February 10, 2010

Date of Decision
