



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC

### Introduction

This was an application by the tenant for a monetary order. The hearing was conducted by conference call. The tenant participated in the hearing. The landlord did not call in and did not participate although he was served with the application for dispute resolution and Notice of Hearing sent by registered mail on April 24, 2010. When the hearing was concluded at 9:12 A.M. the landlord had not called in.

### Issues(s) to be Decided

Is the tenant entitled to compensation equivalent to one month's rent?

### Background and Evidence

The rental unit is a strata title apartment. Monthly rent was \$1,300.00. The landlord served the tenant with a 2 month Notice to End Tenancy for landlord's use dated January 23, 2010. The Notice required the tenant to move out of the rental unit by March 31, 2010. On or about February 17, 2010 the tenant notified the landlord in writing that he would move out of the rental unit effective February 28, 2010. The tenant paid rent for the month of February in the amount of \$1,300.00.

The tenant requested that the landlord pay compensation equivalent to one month's rent pursuant to section 51(1) of the *Residential Tenancy Act*. The tenant testified that the landlord has refused to pay compensation called for by the section.

### Analysis and Conclusion

Section 51(1) of the *Residential Tenancy Act* provides as follows:

- 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.

Section 50 of the *Residential Tenancy Act* permits a tenant who receives a 2 month Notice to End Tenancy to give his own written notice to end the tenancy earlier than the effective date of the landlord's Notice, by giving the landlord 10 days written notice.

Section 50 (3) of the Act provides that: "A notice under this section does not affect the tenant's right to compensation under section 51 [*tenant's compensation: section 49 notice*]."

The tenant gave the landlord written notice that he was moving out earlier than the effective date of the landlord's notice. Pursuant to section 50(3) of the Act, he is still entitled to receive the compensation required to be paid by section 51(1). I therefore award the tenant compensation in the amount of \$1,300.00. The tenant is entitled to recover the \$50.00 filing fee paid for his application for a total award of \$1,350.00 and I grant the tenant a monetary order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court.