

DECISION

Dispute Codes MNDC, MNSD

Introduction

This hearing dealt with an application by the tenant seeking an order to have his security deposit returned and a monetary order for compensation. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to the return of his security deposit?

Is the tenant entitled to a monetary order as compensation?

Background and Evidence

At the outset of the hearing both parties advised that the security deposit had been returned and no longer was an issue, accordingly I dismiss that portion of the tenant's application.

The tenancy began on or about February 1, 2011. Rent in the amount of \$750.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$375.00.

The tenant testified to the following; that the landlord issued him a typed notice on April 4, 2011 to vacate the premises by April 31, 2011, the landlord's brother was going to move in, the landlord did not conduct a move in nor a move out condition inspection, the landlord did not compensate the tenant with one months' free rent and the tenant is seeking compensation equal to double the rent.

The landlord testified to the following; that the notice did say it was for personal use but the landlord was trying to be nice and that she was actually evicting him for smoking but chose not to type that into the notice, said the tenant did not leave until the afternoon of May 1, 2011, re-rented out the unit for June 1, 2011 as she no longer needed the unit for a family member.

Analysis

The tenant provided documentary evidence to support his claim. The landlord provided none. In the landlords own testimony she admitted that she gave short and improper notice and that she did not use the unit as specified in her notice. The landlord admitted that she re-rented the unit one month after the subject tenant moved out.

Under Section 49 of the Act, The tenant would be entitled to the equivalent of one month's free rent as compensation when a landlord terminates a tenancy for personal use. If that compensation has not been paid by the time the tenancy ends the tenant may apply for compensation the equivalent of two months' rent as per Section 51(2)(b) of the Act.

I find the tenant has satisfied me that they are entitled to compensation the equivalent of two months' rent.

As for the monetary order, I find that the tenant has established a claim for \$1500.00. I grant the tenant an order under section 67 for the balance due of \$1500.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for \$1500.00.

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: August 17, 2011.

Residential Tenancy Branch