



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for compensation pursuant to section 51 of the Residential Tenancy Act (the "Act") in respect to a 2 Month Notice to End Tenancy for Landlord's Use of Property issued by the landlord on September 28, 2011.

The parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and to make submissions to me.

I have referred to only the relevant evidence and testimony in this Decision.

### Issues(s) to be Decided

Are the tenants entitled to receive a monetary order?

### Background and Evidence

The parties were unsure of the start date of the tenancy; however I heard testimony that this tenancy began approximately May 1, 2007, and ended on December 1, 2011. The tenant stated they received permission from the landlords to stay in the rental unit until December 5, 2011, as a moving truck could not be secured until that date.

The parties agreed that monthly rent was \$648.00 and that the tenants had received their security deposit from the landlords at the end of the tenancy.

The female tenant testified that this tenancy ended as a result of the tenants receiving a 2 Month Notice to End Tenancy (the "Notice") under section 49 of the Act for landlord's use of property, dated September 28, 2011, for an effective move out date of November 30, 2011.

The tenant testified that the rent for October and November 2011 was paid to the landlords and that they had not received compensation from the landlords equal to one month's rent.

In response, the landlord confirmed that the Notice was served upon the tenants on September 28, 2011, that rent for October and November 2011, was paid, and that the tenants had not received compensation equal to one month's rent from the landlords.

### Analysis

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

Under Section 51 of the Residential Tenancy Act, a tenant who receives a 2 Month Notice to End Tenancy for Landlord's Use of the Property is entitled to receive on or before the effective date of the Notice compensation equal to one month's rent.

I accept the testimony of the tenant and the agreement of the landlord that the tenants have not received this compensation and I therefore find that the tenants are entitled to **monetary compensation** of the monthly rent, **\$648.00**.

### Conclusion

Pursuant to Section 67 of the Act, I find that the tenants are entitled to a **monetary order** in the amount of **\$648.00**, representing the amount of monthly rent.

I am enclosing a Monetary Order for \$648.00 with the tenants' Decision. This Order is a **final, legally binding Order**, and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement should the landlords fail to comply with this Monetary Order.

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: February 14, 2012.

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Residential Tenancy Branch