



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened by way of conference call in repose to the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the landlord for the cost of this application.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross exam each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The parties agree that this month to month tenancy started on August 01, 2009 and ended on December 31, 2011. Rent for this unit was \$700.00 per month due on the first day of the month.

The tenant testifies that he was served with a two month notice to end tenancy on October 05, 2011 and successfully applied to set that notice aside at a hearing held on November 21, 2011. The tenant testifies that the landlord served the tenant with a one month notice to end tenancy on November 30, 2011. The tenant testifies that due to his disability he did not have the energy to dispute that notice and moved from the rental unit on the effective date of the one month notice.

The tenant testifies that he incurred costs for this move and seeks to recover the sum of \$700.00 in compensation for the two month notice.

The landlord testifies that the tenant was served the one month notice to end tenancy because the landlord had a court order to move back into the rental unit. The tenant was served and did not dispute the notice. The landlord disputes that the tenant is entitled to compensation for the notice.

Analysis

The tenant has applied for compensation of \$700.00 for money in lieu of a two month notice. At this time the tenant vacated the rental unit due to a one month notice. I accept that the tenant had previously been served with a two month Notice on October 05, 2011 and a hearing was held to deal with the tenants request to cancel that two month notice. At that hearing the tenant was successful and the two month notice was set aside. The landlord is not therefore required to give the tenant an amount equivalent to one months' rent when the tenant moves out after the one month notice was served upon him. If the tenant occurred moving costs there is no provision under the Act for me to award a tenant compensation for having to vacate the rental unit due to being served a One Month Notice. This compensation would only apply if the tenant had been served a two month notice that resulted in the tenant vacating the rental unit.

Conclusion

The tenant's application is therefore dismissed without leave to reapply.

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 24, 2012.

Residential Tenancy Branch