



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the filing fees associated with this application.

The tenant participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail sent on March 9, 2012, and provided a Canada Post tracking number. The landlord did not participate and the hearing proceeded in the landlord's absence.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and if so for what amount?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the tenancy was a sub-let agreement that started on August 1, 2011. The tenant paid \$650.00 per month for a room within the apartment occupied by the sub-letting landlord.

The tenant testified that on January 1, 2012, the sub-letting landlord served him with a 2 Month Notice to End Tenancy for Landlord's use of the Property, effective March 1, 2012. The tenant said that he vacated the rental unit on February 1, 2012, and that he was not compensated for the equivalent of one month's rent.

In his documentary evidence, the tenant provided a copy of the 2 Month Notice to End Tenancy that he was served on January 1, 2012, and reflect dates that are not consistent with the Act. However, the tenant acknowledged receipt of the notice and acted upon it by vacating the rental unit within two months. Therefore the notice is deemed valid and of full force and effect.

Analysis

I accept the tenant's undisputed testimony that he served the sub-letting landlord with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the sub-letting landlord knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 51(1) of the Act states:

"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."

Based on the available evidence, I accept that the sub-letting landlord did not compensate the tenant in accordance with the Act and that the tenant is entitled to recover his loss as claimed.

Conclusion

The tenant established a claim of \$650.00. Since he was successful, I the tenant is entitled to recover the \$50.00 filing fee and pursuant to Section 67 of the Act, I grant the tenant a monetary order for the sum of \$700.00.

This Order may be registered in the Small Claims Court 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*.

Dated: May 10, 2012.

Residential Tenancy Branch