



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF, O

### Introduction

This hearing was convened by way of conference call in response to an application made by the tenants for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and for recovery of the filing fee for the cost of this application.

Both tenants and an agent for the landlord company attended the conference call hearing and one of the tenants and the landlord's agent gave affirmed testimony. The parties were given the opportunity to cross examine each other on the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

### Background and Evidence

The tenant testified that this month-to-month tenancy began on March 11, 2010 and ended on May 15, 2012 after the landlord had issued a notice to end the tenancy.

Rent in the amount of \$1,100.00 was originally payable in advance on the 1<sup>st</sup> day of each month, and the landlord collected a pro-rated amount of rent for the first month of the tenancy. The landlord served the tenant with a notice of rent increase, which increased the rent to \$1,125.00 effective May 1, 2012. There are no rental arrears.

At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$550.00 as well as a pet damage deposit in the amount of \$550.00, all of which has been returned to the tenants.

The tenant further testified that the landlord served the tenants with a 2 Month Notice to End Tenancy for Landlord's Use of Property on March 30, 2012 which contained an

effective date of vacancy of May 31, 2012. The tenants had paid rent in full for the month of April, and for half of the month of May, in the amount of \$562.50, which was also returned to the tenants by the landlord. On April 24, 2012 the tenants gave a written notice to the landlord of their intention to vacate the rental unit on May 15, 2012. The tenants claim compensation from the landlord equivalent to one month's rent pursuant to Section 50 of the *Residential Tenancy Act*.

The landlord's agent testified that the tenant's testimony is correct. However, the landlord's notice was effective May 31, 2012, and since the landlord has returned the May rent payment, the landlord has provided the tenants with one free month of rent, and the landlord feels that the *Act* has been complied with. The landlord's agent feels that the tenants have applied for one and a half month's rent.

### Analysis

During the course of the hearing, I explained to the parties my interpretation of the *Residential Tenancy Act*, as follows:

The parties entered into a contract (the tenancy agreement) on a month-to-month basis. The landlord ended the contract, and is required by law to pay moving expenses of the tenants because the tenants would not have incurred that expense if the landlord had not ended the tenancy. Moving expenses are deemed to be the equivalent of one month's rent.

The *Act* also permits a tenant who receives a landlord's notice to give the landlord at least 10 days written notice of the tenant's intention to vacate earlier than the effective date of the landlord's notice, but the landlord is still required to provide the tenant with the moving expenses.

In this case, the landlord increased the rent effective on a date that is prior to the effective date of the landlord's notice and prior to the effective date of the tenant's notice, and therefore, I find that the amount of moving expenses is the amount of rent the tenants were expected to pay on May 1, 2012 in the amount of \$1,125.00.

The tenants moved from the rental unit on May 15, 2012, and were obligated to pay rent for that period, less the compensation. Therefore, I find that the tenants are entitled to compensation for the other half of rent in the amount of \$562.50. Since the tenants have been successful with the application, the tenants are also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants pursuant to Section 67 of the *Residential tenancy Act* in the amount of \$612.50.

This order is final and binding on the parties and may be enforced.

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 03, 2012.

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Residential Tenancy Branch