



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 by the tenant for monetary compensation. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that she had received the tenant's application and evidence. The landlord did not submit any documentary evidence. I heard testimony from both parties in the hearing. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

On May 30, 2012, the landlord served the tenant with a 2 month notice to end tenancy for landlord's use of property. The landlord failed to check off any box on the second page of the notice to indicate the reason for ending the tenancy. The tenant moved out of the unit and now seeks compensation under section 49 of the Act, as well as \$200 for moving expenses.

Tenant's Evidence

The tenant stated that when she received the notice to end tenancy she attempted to discuss it with the landlord, but the landlord was not cooperative. The tenant believed that the landlord intended to have a friend move into the rental unit. The tenant then decided to step back and move out, as she did not want to fight with the landlord, and waited to make this application. The tenant learned from other occupants that the

landlord did not move into the rental unit or do renovations. The tenant has claimed compensation equivalent to two months' rent, in the amount of \$1600, for the landlord's failure to take steps to use the rental unit for the stated purpose or to use the rental unit for the stated purpose.

The tenant has also applied for \$200 in compensation for her moving costs. The tenant stated that she hired friends and rented a van to move. The tenant did not provide receipts or other evidence to support this portion of her claim.

Landlord's Response

The landlord stated that she had every intention of moving into the rental unit with her friends and then carrying out renovations; however, two weeks prior to moving in, the landlord received some traumatic news and she ultimately did not move into the unit.

Analysis

I find that the tenant's claim for compensation under s. 49 of the Act cannot succeed.

The tenant is only entitled to compensation under this section of the Act if the landlord has not either taken steps to accomplish the stated purpose for ending the tenancy or has not used the rental unit for that stated purpose. In this case, there was no stated purpose on the notice. The landlord and the tenant in the hearing could not agree on their understanding of the stated purpose for the notice, and I find I cannot amend this fatal flaw in the notice.

Instead of applying to cancel the notice to end tenancy, the tenant decided on her own accord to move out and wait to apply for compensation.

As the tenant decided to move out, and she did not provide sufficient evidence to support her moving costs, she is not entitled to her moving costs.

Conclusion

The tenant's application is dismissed.

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 9, 2013

Residential Tenancy Branch

