



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation pursuant to a notice to end tenancy for landlord's use of property and for the return of the security deposit.

The tenant served the landlord with the notice of hearing in person on July 13, 2013. Despite having been served with the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing the tenant informed me that the landlord had returned the security deposit.

Issue to be Decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on December 29, 2012. The monthly rent was \$800.00 due on the first of each month. On May 27, 2013 the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. The tenant filed a copy of the notice to end tenancy dated May 27, 2013 which stated that the reason for the notice was that the landlord or a close family member intended to move into the rental unit.

The tenant stated that on June 10, 2013, she wrote a note to the landlord informing her that she would be moving out on July 02, 2013. The tenant had already paid rent for June 2013.

Analysis

Section 51 of the Act sets out that a tenant who receives a notice to end tenancy for landlord's use is entitled to compensation equivalent to one month's rent.

The compensation may be in the form of one of the following:

- 1) financial restitution, where the landlord pays the tenant the equivalent of one month's rent on or before the effective date of the two month notice,
- 2) occupancy, where the tenant withholds the last month's rent and occupies the rental unit rent-free for that last month, or
- 3) a combination of both.

Under section 50 of the Act, a tenant who has received a notice to end tenancy for landlord's use may end the tenancy early by giving a written 10 day notice to end the tenancy on a date earlier than the effective date of the landlord's notice.

In this case, the tenant received the notice to end tenancy for landlord's use of property under Section 49. The notice indicated that the landlord intended in good faith to occupy the rental unit. The tenant provided at least ten days notice to end the tenancy prior to the end date of the notice to end tenancy. The tenant had already paid rent for the last month of tenancy at the time she gave the landlord her written notice to end the tenancy.

Based on section 50 of the *Residential Tenancy Act* and the sworn undisputed testimony of the tenant, I find that the tenant is entitled to compensation in the amount of one month's rent of \$800.00. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of \$800.00.

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: October 09, 2013

Residential Tenancy Branch

