



# 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 in response to an application for a Monetary Order pursuant to Section 51(1) of the *Residential Tenancy Act* (the Act), and recover the filing fee.

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing.

The tenant was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the tenant entitled to the monetary amounts claimed?

### **Background and Evidence**

This tenancy started December 01, 2012 and ended July 01, 2013. The rent payable under the tenancy agreement was \$1950.00 per month. The undisputed evidence in this matter is that the landlord gave the tenant a 2 Month Notice to End Tenancy for Landlord's Use of Property (the Notice) with an effective date of August 31, 2013. The tenant did not dispute the Notice and acted on the landlord's Notice and vacated the rental unit. The tenant claims they requested the landlord provide them the compensation prescribed by the Act for them receiving the Notice to End: effectively, the equivalent of one month's rent payable under the tenancy agreement. The tenant testified the landlord declined and has not compensated the tenant to date. The tenant provided into evidence a copy of the tenancy agreement and the Notice to End.

### **Analysis**

I find the evidence in this matter is that the landlord gave the tenant a 2 Month Notice to

End Tenancy for Landlord's Use, the tenant did not dispute the Notice and vacated in accordance with the landlord's Notice and the landlord is obligated under the Act to compensate the tenant. The tenant claims compensation under Section 51 of the Act which provides as follows:

**Tenant's compensation: section 49 notice**

**51 (1)** 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.

I find the undisputed relevant evidence in this matter is that the landlord did not compensate the tenant for giving them a 2 Month Notice. As a result, I find the tenant has established an entitlement under Section 51(1) in the prescribed amount of one month's rent under the tenancy agreement, of \$1950.00. As the tenant was successful in their claim they are entitled to recover their filing fee of \$50.00, for a sum award of **\$2000.00**.

**Conclusion**

**I grant** the tenant a Monetary Order under Section 67 of the Act for the amount of **\$2000.00**. *If necessary*, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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 22, 2013

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Residential Tenancy Branch

