



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's application for monetary compensation under the Act. The tenant, an agent for the landlord and two landlords participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. The landlord confirmed that they did not submit any documentary evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 15, 2011, with monthly rent of \$1260 payable in advance on the 15th day of each month.

On May 28, 2013 the landlord served the tenant a notice to end tenancy for landlord's use. The notice indicated that the effective date of the end of the tenancy was July 31, 2013. The tenant paid rent up to June 14, 2013, and moved out of the rental unit on July 1, 2013.

The tenant has claimed monetary compensation of \$630, on the basis that he received compensation equivalent to half a month's rent by occupying the unit rent-free from

June 15 to July 1, 2013, but he is still entitled, under section 51 of the Act, to receive monetary compensation equivalent to half a month's rent, in the amount of \$630. The tenant stated that he sent the landlord an email on June 12, 2013, informing the landlord that he intended to vacate the rental unit before the effective date on the notice. The tenant did not submit a copy of this email in his evidence. The tenant stated that he also spoke to the landlord on June 12, 2013 to tell the landlord that he was moving by July 1, 2013.

The landlord replied that the tenant decided to move out prior to the effective date of the notice, but he did not give proper written notice. The landlord acknowledged that they received the tenant's email, but they could not verify when they read it.

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 compensation equivalent to half a month's rent by occupying the unit rent-free from June 15, 2013 to July 1, 2013. The question that arises in this case is whether the tenant complied with section 50 of the Act. If the tenant gave the landlord valid notice to end the tenancy before the effective date of the notice, then the tenancy would have ended on July 1, 2013, and the tenant would be entitled to further compensation of \$630, equivalent to half a month's rent. If the tenant did not give valid notice, then the tenant would have received the second half of the compensation in the form of free rent from July 1, 2013 to July 14, 2013.

I find that in this case the tenant's email does not constitute valid written notice. Neither the landlord nor the tenant could establish what date the landlord actually received and

read the email. I therefore find that the tenant effectively received the second half of his compensation in the form of free rent from July 1, 2013 to July 14, 2013.

As the tenant's application was not successful, he is not entitled to recovery of the \$50 filing fee for the cost of his application.

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: March 19, 2014

Residential Tenancy Branch

