



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 a tenant's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement. The landlord did not appear at the hearing. The tenants testified that they served their Application for Dispute Resolution upon the landlord in person, at the rental unit, on November 25, 2013. In the absence of any evidence to the contrary, I accepted that the landlord was sufficiently served and I continued to hear from the tenants without the landlord present.

Issue(s) to be Decided

Are the tenants entitled to compensation from the landlord equivalent to one month's rent?

Background and Evidence

The tenants had entered into a tenancy agreement with the former landlord and were required to rent in the amount of \$800.00 per month. On October 5, 2014 the current landlord purchased the property and verbally told the tenants that they had to move out by the end of October 2013 because he had to repair the bathroom due to insurance requirements. The tenants moved out November 10, 2013 and approximately one week later the tenants observed other tenants moving into the rental unit.

The tenants stated that they paid rent for October 2013 but did not pay any rent for November 2013.

The tenants submitted that they informed the landlord they were entitled to one month's rent as compensation but he did not agree and that was a "big hassle". As such, they did not insist upon receiving 2 Month Notice to End Tenancy for Landlord's Use and decided to move before the delivery of the tenant's baby.

The tenants also submitted that the landlord entered the premises without notice on two occasions in November 2013, while they were still in possession of the rental unit, as evidenced by their possessions being moved and being locked out of a portion of the basement.

Analysis

The Act provides that where a landlord wishes to end a tenancy for landlord's use of the property, the landlord must serve the tenants with a 2 Month Notice to End Tenancy for Landlord's Use of Property and compensate the tenant the equivalent of one month's rent. The compensation may take the form of not paying rent for the last month of occupancy, or refunding rent if it has already been paid, or a combination of both.

The Act provides that a landlord or tenant may not avoid the requirements of the Act. A violation of the Act may entitle the other party to compensation if the violation causes the other party to suffer a loss.

Based upon the undisputed submissions of the tenants, I find the landlord did not end the tenancy in a manner that complies with the Act and in doing so the tenants suffered a loss of compensation they would have been entitled to receive. Therefore, I find the tenants entitled to compensation equivalent to one month's rent of \$800.00.

Since the tenants benefitted from 10 days of occupancy in November 2013 without paying rent, I reduce the tenant's award by \$266.67 [calculated as \$800.00 x 10/30 days].

I make no award for unauthorized entry by the landlord as the tenants did not specify an amount for compensation for these infractions.

In light of the above, I provide the tenants with a Monetary Order in the sum of \$533.33 as compensation for the landlord not ending the tenancy and paying the tenants compensation as required by the Act.

Conclusion

The tenants have been provided a Monetary Order in the amount of \$533.23 to serve upon the landlord. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

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: April 04, 2014

Residential Tenancy Branch

