



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 an Application for Dispute Resolution by the tenant for a monetary order for money owed or compensation under the Act and to recover the cost of the filing fee from the landlord.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issues to be Decided

Is the tenant entitled to money owed or compensation under the Act?

Is the tenant entitled to recover the cost of the filing fee from the landlord?

Background and Evidence

The tenancy began on August 2013. Rent in the amount of \$675.00 was payable on the first of each month. A security deposit of \$337.50 and a pet damage deposit of \$200.00 were paid by the tenant.

The parties agreed that the tenant was served with a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "notice"), issued on November 21, 2013, with an effective vacancy date of January 31, 2014.

The parties further agreed that on November 27, 2013, the tenant gave the landlord ten days notice that they would be vacated the rental unit. The tenant vacated on December 12, 2013.

The tenant testified that he paid the prorated rent up to December 12, 2013. However, the landlord has not provided him compensation equal to one month rent under the Act.

The landlord testified that she thought the law was stupid, unfair and that it makes no logical sense to her.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant received the notice from the landlord to end the tenancy, effective January 31, 2014. The tenant exercised their rights under section 50 of the Act, by giving the landlord 10 days notice to end the tenancy earlier and vacated the premises on December 12, 2013. The tenant is only required to pay the proportion of rent to the vacancy date, which both parties agreed was paid by the tenant.

Under section 51(1) of the Act, 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.

Both parties agreed the landlord has not provided any compensation to the tenant as required by the Act. As a result, I find the landlord has violated the Act, when they failed to provide to the tenant compensation on or before the effective vacancy date of the landlord's notice the amount that is the equivalent of one month's rent. Therefore, I find the tenant is entitled to receive compensation for receiving the notice in the amount of **\$675.00**.

I find that the tenant is entitled to monetary order pursuant to section 67 in the amount of **\$725.00** comprised of the above amount and the cost of the filing fee.

At the conclusion of the hearing, the landlord agreed to pay to the tenant the above amount in three postdated cheques, in the amounts of \$241.66, payable June 1, July 1, and August 1, 2014.

Should the landlord fail to provide the postdated cheques or should any payments be non-negotiable, this order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Conclusion

I find that the tenant is entitled to monetary order in the above amount.

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 29, 2014

Residential Tenancy Branch

