



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. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's 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 approximately three and a half years ago, with monthly rent of \$1000 payable in advance on the first day of each month.

On February 14, 2014 the landlord served the tenant with a notice to end tenancy for landlord's use. The effective date of the notice was April 30, 2014. The tenant paid full rent for March 2014, and on March 7, 2014 the tenant served the landlord by registered mail with written notice that the tenant intended to vacate by March 23, 2014. The landlord reimbursed the tenant \$258 of the rent for March 2014 but did not give the tenant compensation equivalent to one month's rent. The tenant has applied for \$1000, compensation equivalent to one month's rent, pursuant to section 51 of the Act.

The landlord stated that she had a verbal agreement with the tenant about the amount of rent and the work on the rental unit that the tenant was expected to in lieu of the damage deposit. The landlord stated that she assumed the tenant was going to hold up her end of the verbal agreement by spending the five remaining weeks of the tenancy to clean and repair the unit.

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.

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.

Where the tenant has paid full rent for the first month and has given a written 10 day notice to vacate on a date that falls partway through that month, the tenant is entitled to receive from the landlord return of the prorated rent representing the remaining days of the first month after the date the tenant has vacated, as well as compensation equivalent to one month's rent.

In this case, the landlord reimbursed the tenant the prorated rent for the remainder of March 2014; however, she failed to pay the tenant the compensation equivalent to one month's rent to which the tenant was entitled. The landlord could not have given the tenant compensation in the form of free rent for the month of April 2014, as the tenancy ended on March 23, 2014, the date that the tenant vacated the unit. I therefore grant the tenant's claim for \$1000.

As the tenant's application was successful, she is also entitled to recovery of the \$50 filing fee for the cost of her application.

I note that it is open to the landlord to file her own monetary claim for up to two years after the end of the tenancy.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1050. This order may be filed in the Small Claims Court and enforced as an order of that 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: September 11, 2014

Residential Tenancy Branch

