



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Reiner Siperko Construction Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      O, MNDC

### Introduction

This was the hearing of applications by the tenants and by the landlord. The tenants called in and participated in the hearing. The landlord did not attend although this was a hearing with respect to an application brought by the landlord, as well as the tenants' application.

### Issue(s) to be Decided

Are the tenants entitled to a monetary award for compensation pursuant to section 51 of the *Residential Tenancy Act*?

Is the landlord entitled to a monetary award for repairs to the rental unit?

### Background and Evidence

The tenants testified that the tenancy began in November, 2013. I was not provided with a copy of the written tenancy agreement, either by the tenants, or by the landlord. The tenants testified that the tenancy agreement was made between the tenant, Miss M-D and the landlord's daughter as tenants and the landlord. The unit was also occupied by the male tenant. The two applicants paid \$1,000.00 of the total rent for the unit which was \$1,500.00. The tenants testified that they paid the landlord a security deposit of \$250.00 at the start of the tenancy.

On June 16, 2014 the landlord served the tenants, with a two month Notice to End Tenancy for landlord's use. The Notice to End Tenancy required the tenants to move out of the rental unit by August 31, 2014. The landlord's daughter, a co-tenant was not mentioned in the Notice to End Tenancy.

The tenants testified that they accepted the Notice to End Tenancy and in the course of verbal conversations with the landlord, told him that they would move out of the rental unit on July 15, 2014. The landlord accepted their verbal notice. The tenants

participated in a move-out inspection with the landlord and they testified that they received the return of their security deposit along with an acknowledgement that the rental unit was in satisfactory condition.

The tenants requested payment of \$500.00, being one half of the monthly rental amount for July as compensation pursuant to section 51 of the *Residential Tenancy Act*. The tenants foiled their application on September 20, 2014. The landlord submitted an application on September 29, 2014. The landlord opposed the tenants' claim on the basis that they did not give the landlord a 10 day written notice ending the tenancy as required by section 50 of the *Residential Tenancy Act*.

The landlord also claimed compensation in the amount of \$1,903.25, despite having previously conducted an inspection and returning the tenants' security deposit.

#### Analysis and conclusion

The landlord failed to attend the hearing of his own application. The landlord's claim for compensation for damage is incompatible with his past conduct and he failed to provide a condition inspection report or any photographic evidence to support his claim. It also appears that the landlord's daughter should have been named as one of the tenants in this proceeding. The landlords' claim for a monetary award is dismissed without leave to reapply.

With respect to the tenants' claim, the tenants did not give a written notice to the landlord of their intention to move out before the effective date of the two month Notice to End Tenancy as required by section 50 (1) (a) of the *Residential Tenancy Act* and the tenants' application for compensation pursuant to section 51 of the *Residential Tenancy Act* is also dismissed without leave to reapply.

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 04, 2015

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Residential Tenancy Branch

