



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, OLC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 49;
2. A Monetary Order for compensation - Section 67;
3. An Order for the landlord’s compliance - Section 62; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions. The Tenant confirmed that the tenancy ended prior to the application. The claims for a cancellation of the notice to end tenancy and the claim for the landlord’s compliance are dismissed as these claims are only in relation to an ongoing tenancy.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on November 1, 2014 and ended on May 14, 2015. Rent of \$1,750.00 was payable monthly on the first day of each month. The Tenant submits that after failing to obtain the Tenant’s agreement to a rental increase the Landlord gave the Tenant a letter dated April 24, 2015 ending the tenancy for June 24, 2015. The Tenant submits that the Landlord informed the Tenant that the rental unit was being taken back for the personal use of the Landlord. The

Tenant states that they gave the Landlord 10 days notice and moved out of the unit on May 14, 2015. The Tenant states that the Landlord failed to pay them the one month's compensation. The Tenant states further that immediately after the tenancy ended the Landlord put the unit up for rent at the rental rate of \$2,200.00. The Tenant states that rent for May 2015 was not paid. The Tenant claims the equivalent of three months' rent less half a month's rent for May 2015.

Analysis

Section 44 provides that a landlord may end a tenancy for landlord's use. Section 49 provides that a landlord is required to provide two months' notice to end the tenancy for landlord's use. Section 51 provides that where a tenancy is ended under section 49 the tenant is entitled to compensation equivalent to one month's notice. This section provides for further compensation to the tenant in the equivalent of two month's rent where the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice. Based on the undisputed evidence of the Tenants I find that the Tenant has substantiated that the Landlord failed to pay the equivalent of one month's rent to the Tenants as compensation for ending the tenancy. I also find that the Tenants have substantiated that the Landlord failed to use the unit as stated by renting the unit out again. As a result I find that the Tenant is entitled to **\$5,250.00** as compensation. Deducting the half rent owed for May 2015 in the amount of **\$875.00** leaves **\$4,375.00**. As the Tenants have been successful with the application I find that the Tenants are also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$4,425.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$4,425.00**. If necessary, 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: October 01, 2015

Residential Tenancy Branch

