



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$660.00 and recovery of his \$50.00 filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the landlord is required to pay the tenant \$660.00 compensation for ending the tenancy with a two month Notice to End Tenancy for landlord use.

Background and Evidence

Both parties agree that their monthly rent for this unit is \$660.00.

Both parties also agree that on May 8, 2015 the landlord served the tenant with a two month Notice to End Tenancy for landlord use.

Both parties also agree that on May 21, 2015 the tenant gave the landlord a written, 10 day notice that he would be vacating by the end of May 2015.

Both parties also agree that the tenant did vacate the rental unit on May 31, 2015.

The tenant testified that he paid the full May 2015 rent and the landlord is refusing to pay the equivalent of one month compensation required under the Residential Tenancy Act when the tenancy is ended for landlord use.

The tenant is therefore requesting a monetary order for \$660.00 and recovery of his \$50.00 filing fee.

The landlord testified that he did not pay the tenant the equivalent of one month rent because he had given notice for the end of June 2015 and had told the tenant he did not have to pay any rent for the month of June 2015. It was the tenant's choice to move at the end of May 2015.

Analysis

It is my finding that the landlord does have to pay the tenant the equivalent of one month rent as compensation for having given the tenant a Notice to End Tenancy for landlord use.

Section 50 of the Residential Tenancy Act states:

- 50** (1) If a landlord gives a tenant notice to end a periodic tenancy under section 49 [*landlord's use of property*], the tenant may end the tenancy early by
- (a) giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice
 - (3) A notice under this section does not affect the tenant's right to compensation under section 51 [*tenant's compensation: section 49 notice*].

Therefore the tenant did have the right to give the landlord 10 days written notice to end the tenancy early, which he did. Notice was given on May 21, 2015 to end the tenancy on May 31, 2015.

Further, Section 51 of the Residential Tenancy Act states:

- 51** (1) 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.

(1.2) If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.

Therefore since the tenant did not withhold one month rent before giving notice under section 50, the landlord must refund that one month rent of \$660.00.

I therefore allow the tenants claim for \$660.00 rent refund and recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the landlord to pay \$710.00 to the tenant.

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: November 04, 2015

Residential Tenancy Branch

