



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation from the landlord and for recovery of the filing fee paid for this application.

The tenant and the landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to any relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure ("Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation from the landlord and to recovery of the filing fee paid for this application?

Background and Evidence

The undisputed evidence was that this tenancy began in August 2013, ended on or about April 30, 2015, and that monthly rent was \$1100.00.

In support of his application, the tenant submitted the landlord's agent, on or about March 12, 2015, served on him a 2 Month Notice to End Tenancy for Landlord's Use of the Property ("Notice"), listing an effective move-out date of June 1, 2015.

The tenant submitted further that on April 12, 2015, he hand delivered a signed, written notice to the landlord informing the landlord that they would be vacating the rental unit by April 30, 2015, by 9:00 p.m. In this notice, the tenant also provided a written forwarding address.

The tenant submitted further that the tenancy did end by April 30, 2015, and he has not received compensation due by having received the Notice.

The tenant submitted a copy of the Notice and his written notice to the landlord.

In response, the landlord submitted that the tenant did receive compensation equivalent to one month's rent, as the tenant could have used the month of May as this compensation as the tenancy did not end under the Notice until June 1, 2015. The landlord submitted that the tenant chose to leave earlier than granted under the Notice; however, that was the tenant's choice not to receive this compensation.

Analysis

Under section 51(1) of the Act, a tenant who receives from the landlord a notice to end the tenancy under section 49(5)(c)(i) of the Act, as is the case here when the landlord issued the tenant a notice that all the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give the notice because the purchaser or a close family member intends in good faith to occupy the rental unit, is entitled to compensation equivalent to 1 month's rent.

Under section 50(1) of the Act, the tenant may end the tenancy earlier than the effective date listed on the Notice by providing the landlord with at least 10 days' notice that they are vacating the rental unit.

Section 50(3) of the Act provides that notice by the tenant under this section does not affect the tenant's right to compensation under section 51.

In the case before me, the undisputed evidence shows that the tenant provided the landlord with written notice on April 12, 2015, that he was vacating the rental unit on April 30, 2015, which is earlier than the effective move-out date of June 1, 2015. I find that this written notice to the landlord was at least 10 days' notice that the tenant was exercising his option of ending the tenancy earlier than the effective move-out date. I accept the undisputed evidence of the tenant that he did not receive compensation equivalent to one month's rent after receiving the landlord's Notice, and therefore I find he is entitled to a monetary award of \$1100.00 against the landlord.

I do not accept the landlord's position that the tenant was obligated to use the month of May as his compensation.

Further, pursuant to section 72(1) of the Act, I find the tenant is entitled to recover the filing fee for this application.

I therefore find that the tenant is entitled to a monetary award of \$1150.00 comprised the equivalent of one month's rent of \$1100.00 and the \$50.00 filing fee paid by the tenant for this application.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$1150.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the order may be served on the landlords and filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

Conclusion

The tenant's application seeking monetary compensation from the landlord equivalent to one month's rent and recovery of the filing fee is granted.

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 16, 2015

Residential Tenancy Branch

