



# 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 in response to the Tenant's Application for Dispute Resolution seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fees from the Landlord.

The Tenant provided affirmed testimony at the Hearing.

The Tenant named two Respondents on his Application: GM and the owner of the rental property. He testified that he mailed the Notice of Hearing documents and copies of his documentary evidence to GM on July 10, 2015, by registered mail. He provided a copy of the Canada Post receipt and tracking numbers. The Canada Post tracking system indicates that GM signed for the documents on July 10, 2015.

The Tenant stated that GM collected rents and acted in other capacities for the owner for the whole of the tenancy. He stated that the owner lives in Calgary. The Tenant did not send a copy of the Notice of Hearing documents to the owner, because he was not provided with her current address.

The Act defines a "landlord" as follows:

**"landlord"**, in relation to a rental unit, includes any of the following:

(a) the owner of the rental unit, **the owner's agent or another person who, on behalf of the landlord,**

**(i) permits occupation of the rental unit under a tenancy agreement, or**

**(ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;**

(b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);

- (c) a person, other than a tenant occupying the rental unit, who
    - (i) is entitled to possession of the rental unit, and
    - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
  - (d) a former landlord, when the context requires this
- [my emphasis added]

Based on the undisputed testimony of the Tenant and the documentary evidence provided (a copy of a letter ending the tenancy signed by GM as “landlord” and a copy of a receipt for June 2015 rent, also signed by GM), I find that GM is a “landlord” as defined by the Act. I find that GM was duly served with the Notice of Hearing documents.

The Tenant did not serve the owner with the Notice of Hearing documents and therefore her name was removed as a Respondent with the Tenant’s consent. It will be up to GM and the owner to apportion any award against GM that may be ordered as a result of this Hearing.

### **Issue(s) to be Decided**

Is the Tenant entitled to compensation under Section 51 of the Act?

### **Background and Evidence**

This tenancy ended on June 30, 2015. The rent was \$810.00 per month. The Tenant testified that he paid rent to and including June 30, 2015.

GM provided the Tenant with a letter dated May 21, 2015, a copy of which was provided in evidence. The letter provides, in part:

#### **Re: Notice to End Tenancy by June 30, 2015**

An immediate family member is very unwell and requires our constant monitoring. As a result, she will be moving into the suite on July 1, 2015.

The Tenant testified that he acted on the Landlord’s notice to end the tenancy, and that he was unaware that he was entitled to compensation in the equivalent of one month’s rent until after the tenancy was over. The Tenant stated that he did not receive compensation, or the required 2 months’ notice to end the tenancy, as provided in Section 51 of the Act.

### **Analysis**

Based on the undisputed oral testimony of the Tenant, and his documentary evidence, I find that the Tenant is entitled to compensation. I find that the Tenant relied on the notice provided by the Landlord and that he is entitled to compensation in the equivalent of what he would have received had the Landlord complied with Section 52(e) of the Act and provided the Tenant with due notice.

Section 49(3) of the Act allows a landlord to end a tenancy if a close family member intends to occupy the rental unit. Section 51 of the Act provides:

**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.

Therefore, I hereby grant the Tenant a monetary award in the amount of **\$810.00**.

The Tenant has been successful in his Application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Landlord.

### **Conclusion**

I hereby provide the Tenant with a Monetary Order in the amount of **\$860.00** for service upon the Landlord GM. This Order may be registered in the Provincial Court of British Columbia (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: December 21, 2015

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Residential Tenancy Branch

