



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MNDC, OLC

### Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and an order instructing the landlord to comply with the Act, Regulation or tenancy agreement. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Further to the application itself, which was filed online on September 19, 2015, there is no documentary evidence before me from either party in support of their respective positions. In the result, the background and evidentiary information set out here, in addition to my findings, reflect the affirmed testimony given by the parties during the hearing.

Pursuant to a written tenancy agreement, the 10 month fixed term of tenancy was from October 01, 2014 to July 31, 2015. Monthly rent was \$1,600.00, and a security deposit of \$800.00 was collected. Pursuant to the tenancy agreement the tenant was not required to vacate the unit at the end of the fixed term, rather, the tenancy became a month-to-month tenancy.

Pursuant to section 49 of the Act which addresses **Landlord's notice: landlord's use of property**, the landlord issued a 2 month notice to end tenancy. The effective date of the notice was July 31, 2015. The tenant did not dispute the notice, paid rent in full for July 2015, and vacated the unit by July 31, 2015. The tenant testified that while the landlord repaid his security deposit in full, the landlord declined to compensate him pursuant to section 51 of the Act, which addresses **Tenant's compensation: section 49 notice**. The landlord does not dispute the tenant's claims.

### Analysis

Based on the affirmed testimony of the parties, I find that the tenant was served with a 2 month notice to end tenancy for landlord's use of property pursuant to section 49 of the Act. The tenant paid rent in full for July 2015, and vacated the unit by July 31, 2015 as required by the notice. Subsequently, the landlord failed to compensate the tenant as required by section 51 of the Act, which provides in part as follows:

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.

Following from all of the foregoing, I find that the tenant has established entitlement to compensation in the full amount claimed of **\$1,600.00**, and I therefore grant the tenant a **monetary order** in that amount pursuant to section 67 of the Act.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,600.00**. Should it be necessary, this order may be served on the landlord, 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: March 23, 2016

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Residential Tenancy Branch

