



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDC, DRI, FF

Introduction

This hearing addressed the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 1 Month Notice to End Tenancy For Cause ("1 Month Notice"), pursuant to section 47
- order the landlord to comply with the *Act*, regulations or tenancy agreement, pursuant to section 62;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- an order regarding a disputed additional rent increase pursuant to section 43;
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant and landlord along with the landlord's agent, SL (the "landlord") attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Preliminary Matters

At the outset of the hearing the tenant testified that he had vacated the rental unit on June 1, 2016 but still disputed the 1 Month Notice. The tenant confirmed he did not want the tenancy to continue but wanted a finding on the appropriateness of the 1 Month Notice. As the tenant had vacated the rental unit and confirmed he did not want the tenancy to continue, I find I am not obligated to make a finding in regards to the 1 Month Notice and dismiss this portion of the tenants claim without leave to reapply.

The tenant confirmed that although the landlord gave him a rent increase by way of a letter, no rent increase amount was paid to the landlord. As no rent increase was paid and as no rent continues to be payable as the tenancy ended, the claim in relation to the rent increase is no longer relevant and I dismiss this claim. As the tenancy is ended and as a landlord's compliance may only be sought in relation to an ongoing tenancy I dismiss this claim as well.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant authorized to recover the filing fee for this application?

Background and Evidence

The tenant testified that the original tenancy began on May 15, 2014 on a month-to-month basis and after his room-mates vacated, the tenant entered into a new tenancy on February 6, 2015. The tenant provided a copy of the latest tenancy agreement for this hearing. Rent in the amount of \$800.00 was payable each month. The parties provided conflicting testimony on the date rent was payable. The tenant indicated that the tenancy agreement did not explicitly state a rent due date and in practice he paid when the landlord would contact him for rent. The landlord testified that rent was payable on the first of each month. The tenant remitted \$280.00 for the security deposit at the start of his original tenancy.

The tenant testified that on March 16, 2016 he received a handwritten letter from the landlord ending the tenancy effective April 15, 2016. The reason for ending the tenancy given by the landlord was renovation. The tenant advised the landlord that they were required to provide a 2 Month Notice to End Tenancy for Landlord Use ("2 Month Notice") and compensate him one month's rent. Instead, on April 16, 2016 the landlord issued a 1 Month Notice and the tenant vacated the rental unit on June 1, 2016. The tenant seeks a monetary order in the amount of \$800.00 in compensation of one month's rent.

The landlord testified that the renovation is the replacement of the water line however the 1 Month Notice was issued due to continuous late payment of rent.

The tenant also seeks to recover the \$100.00 filing fee for this Application from the landlord.

Analysis

Section 49 of the *Act* allows a landlord to end a tenancy if the landlord has all the necessary permits and approvals required by law to repair the rental unit in a manner that requires the rental unit to be vacant. In this circumstance, the landlord must issue a 2 Month Notice.

Section 51 of the *Act* establishes that a tenant who receives a notice to end tenancy under section 49 is entitled to receive an amount that is equal to one month's rent payable under the tenancy agreement.

Because the tenant did not receive a 2 Month Notice as required by section 51 of the *Act*, the tenant is not entitled to compensation of one month's rent. Accordingly, I dismiss the tenant's claim of compensation.

As the tenant was not successful in this Application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for the Application.

Conclusion

The tenant's entire application is dismissed without leave to reapply (redundant).

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: June 08, 2016

Residential Tenancy Branch