



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The Application for Dispute Resolution filed by the Tenants seeks the following:

- a. A monetary order in the sum of \$2572.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicants and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 2 month Notice to End Tenancy was sufficiently served on the Tenants on May 28, 2016. The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Policy Guidelines provide that a party cannot avoid service by failing to claim their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was served by mailing, by registered mail to where the landlords reside on August 30, 2016 and the documents were sufficiently served even though the landlord refused to claim their registered mail. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to a monetary order and if so how much?
- b. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term tenancy agreement that provided that the tenancy would start on June 1, 2015, end on May 31, 2016 and become month to month after that. The rent was \$2500 per month payable on first day of each month. The tenant(s) paid a security deposit of \$1250 prior to the start of the tenancy. The rent was subsequently increased to \$2572 per month payable in advance on the first day of each month.

On May 28, 2016 the Tenants were served with a 2 month Notice to End Tenancy that set the end of tenancy for July 31, 2016. The tenants paid the rent for June on June 1, 2016. On June 14, 2016 the tenants gave the landlord written notice they were ending the tenancy on June 30, 2016 as they are entitled to do. The tenancy ended on June 28, 2016.

SECTION 51 OF THE RESIDENTIAL TENANCY ACT:

Section 51 of the Residential Tenancy Act provides as follows:

Tenant's compensation: section 49 notice

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.

Analysis:

I determined the tenants are entitled to the equivalent of one month rent. The landlord served a 2 month Notice to End Tenancy on the Tenants. The Tenants paid the rent for June 2016. They subsequently gave the landlord notice they were vacating on June 30, 2016 as they are entitled to do. They left two day prior to that. I determined the tenants are entitled to the equivalent of one month rent or the sum of \$2572.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$2572 plus the sum of \$100 in respect of the filing fee paid for a total of \$2672.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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 12, 2016

Residential Tenancy Branch

