



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, MNDC, OLC, FF

### Introduction

On June 27, 2016, the Tenant submitted an Application for Dispute Resolution asking to cancel a Notice to end tenancy; for the Landlord comply with the Act, regulations, or tenancy agreement; for a monetary order for money owed or compensation for damage or loss under the Act, the regulations, or a tenancy agreement, and to recover the filing fee for the Application.

The matter was set for a conference call hearing. The Tenant appeared at the hearing; however the Landlord did not. The Tenant provided affirmed testimony that he served the Landlord with the Notice of Hearing using Canada Post Registered Mail on July 4, 2016. The Tenant testified the Notice of Hearing was sent to the address the Landlord provided within the 2 Month Notice to End Tenancy he received from the Landlord. The Tenant testified that the mail was signed for on July 5, 2016. The Tenant provided the registered mail tracking number as proof of service. I find that the Landlord was served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

The hearing process was explained and the Tenant was provided the opportunity to present his evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Tenant clarified that he is not seeking to cancel the 2 Month Notice to End Tenancy that he received from the Landlord. The Tenant is seeking compensation that he is entitled to receive under section 51 of the Act. Accordingly, the Tenants request to cancel the Notice is dismissed.

### Issues to be Decided

- Is the Tenant entitled to compensation from the Landlord?
- Is the Tenant entitled to recover the cost of the filing fee?

### Background and Evidence

The Tenant testified that the tenancy began in August 2011 as a month to month tenancy. The Tenant testified that rent in the amount of \$1,845.00 was payable on the first of each month and that he paid the Landlord a \$900.00 security deposit.

The Tenant testified that the Landlord issued him a 2 Month Notice to End Tenancy for Landlord Use of Property dated April 22, 2016.

The Tenant exercised his right to move out early and vacated the rental unit on May 6, 2016, and he testified that the Landlord refused to pay him compensation for ending the tenancy with a 2 Month Notice.

The Tenant is also seeking compensation for interest charges on his line of credit due to the Landlords failure to compensate him. The Tenant is also seeking to recover the costs for serving the Landlord using registered mail.

### Analysis

Section 51 (1) of the Act states that 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.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant is entitled to receive the equivalent of one month's rent from the Landlord pursuant to section 51 of the Act. I find that the Landlord failed to pay the Tenant the equivalent of one month's rent or \$1,845.00. After pro-rating the rent for the six days that the Tenant lived in the unit, I find the Tenant is entitled to \$1,488.00 from the Landlord.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to repay the \$100.00 fee that the Tenant's paid to make application for dispute resolution.

I grant the Tenant a monetary order in the amount of \$1,588.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned that costs of such enforcement are recoverable from the Landlord.

I dismiss the Tenants claims for compensation for bank interest charges and registered mail. Compensation for these costs is not expressly considered within the Act and I find that they are not compensable. The Tenants claim for these costs is dismissed.

### Conclusion

The Tenant has established a monetary claim in the amount of \$1,588.00. The Landlord failed to compensate the Tenant pursuant to section 51 of the Act.

The Tenant is granted a monetary order in the amount of \$1,588.00

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 29, 2016

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Residential Tenancy Branch