



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement.

While the tenant attended the hearing by way of conference call, the landlord did not. I waited until 2:15 p.m. to enable the landlord to participate in this scheduled hearing for 2:00 p.m. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant provided sworn, undisputed testimony that he had personally served the landlord with his application for dispute resolution hearing package ("Application") on March 2, 2017. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application. Neither party submitted any written evidence for this hearing.

Issues(s) to be Decided

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

Background and Evidence

The tenant provided the following testimony. This tenancy began on November 1, 2014, and ended on September 1, 2016 after being issued a 2 Month Notice to End Tenancy for Landlord's Own Use ("2 Month Notice"). The 2 Month Notice was issued to the tenant on July 1, 2016, with an effective date of September 1, 2016.

The tenant testified that the 2 Month Notice was issued as the landlord's daughter needed to occupy the suite. The tenant testified that he moved out, but did not receive compensation equivalent to the monthly rent. Monthly rent was set at \$600.00, payable on the first of each month. The tenant is seeking compensation in the amount of \$600.00 less the \$70.00 that he owed the landlord, for a monetary order in the amount of \$530.00.

Analysis

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.

(1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.

(1.2) If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.

Although I accept the tenant's undisputed testimony that the tenant was served with the landlord's 2 Month Notice, section 52 of the *Act* requires that the Notice complies with the *Act*, specifically, that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

As the tenant did not provide a copy of the 2 Month Notice for this hearing, I was unable to verify that the Notice complies with the requirements of section 52 of the *Act*. Under these circumstances, I am not allowing the tenant's application for monetary compensation. I dismiss the tenant's application with leave to reapply.

Conclusion

The tenant's application is dismissed with leave to reapply.

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: August 4, 2017

Residential Tenancy Branch