



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD, MNDC, FF

### **Introduction:**

The Tenants filed an Application for Dispute Resolution, in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss, to recover all or part of the security deposit/pet damage deposit, and to recover the fee for filing an Application for Dispute Resolution.

This Application for Dispute Resolution was originally scheduled to be heard at the same time as an Application for Dispute Resolution filed by the Landlords however the matters were severed as they related to separate rental units on the same residential property. The file number of the Landlords' Application for Dispute Resolution appears on the first page of this decision, for reference purposes only.

The Tenants assert that the Application for Dispute Resolution, the Notice of Hearing, and 20 pages of evidence submitted with the Application were served to the Landlords, via registered mail, although they do not recall the date of service. The Landlords acknowledge receipt of these documents and the evidence was accepted as evidence for these proceedings.

The security deposit/pet damage deposit from this tenancy was transferred to the new tenancy. The Landlords were granted permission to retain the deposits at the previous hearing. I therefore find that matter has been determined and does not need to be considered at these proceedings.

On August 28, 2017 the Landlords submitted 2 pages of evidence to the Residential Tenancy Branch. The Landlords contend that this evidence was served to the Tenants,

via registered mail, on August 28, 2017. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth at these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to a monetary Order in the equivalent on one month's rent?

Background and Evidence:

The Landlords and the Tenants agree that:

- the Tenants moved into a house on the residential property on July 15, 2012;
- the Tenants agreed to pay monthly rent of \$1,250.00 for the house;
- the Tenants moved out of the house sometime near the end of August of 2015;
- the Tenants subsequently moved into a cabin on the same residential property;
- on July 15, 2015 the Tenants were served with the first page of a Two Month Notice to End Tenancy for Landlord's Use of Property;
- the Notice to End Tenancy declared that the Tenants must vacate the rental unit by September 30, 2015; and
- the Tenants have not received the equivalent of one month's free rent in compensation for being served with this Two Month Notice to End Tenancy.

The male Landlord stated that he made a mistake by not serving the Tenants with the second page of the Two Month Notice to End Tenancy for Landlord's Use of Property but he believes the Tenants were compensated for being served with this Notice because they were allowed to move into the cabin on the property.

Analysis:

Section 51(1) of the *Residential Tenancy Act (Act)* stipulates 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. I find that the Tenants received notice to end a tenancy, served pursuant to section 49 of the *Act*, and that they are therefore entitled to compensation in the amount of \$1,250.00, which is the equivalent of one month's rent.

I find that it is irrelevant that the parties entered into a new tenancy for a separate rental unit, as that does not negate the Tenants' right to compensation pursuant to section 51(1) of the *Act*.

I find that the Tenants' Application for Dispute Resolution has merit and that the Tenants are entitled to recover the fee paid to file this Application.

Conclusion:

The Tenants have established a monetary claim of \$1,350.00, which is the equivalent of one month's rent plus \$100.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlords do not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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: September 22, 2017

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Residential Tenancy Branch