



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

On April 6, 2017, the Tenant submitted an Application for Dispute Resolution seeking a monetary order for money owed or compensation for damage or loss under the Act, the regulation, or a tenancy agreement, and to recover the filing fee for the cost of the Application.

The matter was set for a conference call hearing. The Tenants appeared at the hearing; however, the Landlords did not. The Tenants testified that the Notice of Hearing was sent to the Landlords by registered mail on April 7, 2017. The Tenant Mr. A.B. testified that he sent the registered mail from a local postal outlet at a local drugstore. The Tenants' testified the registered mail was sent to address of the Landlord as provided within the 2 Month Notice To End Tenancy For Landlord's Use Of Property that they received from the Landlord. The Tenants' testified that the registered mail was not returned to them as undelivered.

I find that the Landlords are deemed served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

The hearing process was explained and the Tenants were asked if they had any questions. The Tenants provided affirmed testimony and were provided the opportunity to present their 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.

Issues to be Decided

- Are the Tenants entitled to compensation from the Landlord?
- Are the Tenants entitled to recover the cost of the filing fee?

Background and Evidence

The Tenant testified that the tenancy began in January 2012. Rent in the amount of \$1,475.00 was to be paid to the Landlord by the first day of each month.

The Tenants testified that they received a 2 Month Notice To End Tenancy For Landlord's Use Of Property dated January 31, 2017, from the Landlord. The Tenants testified that they accepted the 2 Month Notice and moved out of the rental unit on March 3, 2017. The Tenants provided a copy of the 2 Month Notice and a copy of a letter that they sent to the Landlord giving notice that they were moving out of the rental unit on March 3, 2017.

The Tenants testified that they paid the rent due for February 2017, and the Landlord did not compensate them in the amount of one month's rent.

The Tenants are seeking compensation of \$1,332.25 for 28 days of rent for March 2017.

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.

Section 50 of the Act, states that a Tenant may end the tenancy early by giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the Landlord's notice and that giving notice does not affect the Tenant's right to compensation.

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

The Tenants moved out of the rental unit on March 3, 2017, after receiving a receiving a 2 Month Notice To End Tenancy For Landlord's Use Of Property dated January 31, 2017.

The Tenants did not receive compensation equivalent to one month's rent from the Landlord.

I find that the Landlord owes the Tenant compensation of \$1,332.25 for the remaining 28 days of March 2017.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenants were successful in their application, I order the Landlords to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution.

I grant the Tenants a monetary order in the amount of \$1,432.25. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlords are cautioned that costs of such enforcement are recoverable from the Landlords.

Conclusion

The Landlord failed to compensate the Tenants after issuing a 2 Month Notice To End Tenancy For Landlord's Use Of Property.

I grant the Tenants a monetary order in the amount of \$1,432.25. This monetary order may be filed in the Provincial Court (Small Claims) 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 26, 2017

Residential Tenancy Branch