



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, FF

Introduction

On June 19, 2017, the Tenant submitted an Application for Dispute Resolution asking that 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 Tenants and the Landlord's agent ("the Landlord") appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me. The Landlord confirmed that he received the documentary evidence from the Tenants. The Landlord did not submit any documentary evidence.

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 parties testified that the tenancy began on August 1, 2014, as a one year fixed term tenancy that continued thereafter as a month to month tenancy. Rent in the amount of \$1,400.00 was to be paid to the Landlord each month.

The Tenants testified that on March 2, 2017, they received a 2 Month Notice To End Tenancy For Landlord's Use Of Property. The Tenants testified that they accepted the 2 Month Notice and on March 23, 2017, they gave the Landlord 10 days' notice to end the tenancy. The Tenants moved out of the rental unit on April 2, 2017.

The Tenants provided a copy of the 2 Month Notice To End Tenancy For Landlord's Use Of Property dated February 27, 2017.

The Tenants testified that the Landlord failed to compensate them for the 2 Month Notice as required by the Act. The Tenants are seeking compensation from the Landlord in the amount of \$1,400.00.

In response, the Landlord testified that the Tenants were not compensated for the 2 Month Notice, because they moved out of the rental unit early. The Landlord testified that he acted on information he received from a colleague who told him he did not have to compensate the Tenants.

The Tenants testified that they attempted to inform the Landlord that he is still required to pay them compensation, but the Landlord did not comply. The Tenants provided a copy of an email that they sent to the Landlord regarding his obligation to provide the compensation.

The Tenants testified that they paid the rent for March 2017, in full but did not pay any rent for April 2017. They testified that they moved out on April 2, 2017.

The Landlord testified that the correct move out day should be April 3, 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.

A Tenant who receives a 2 Month notice may end the tenancy early by giving the landlord at least 10 days' written notice to end the tenancy. A Tenants notice to end tenancy under this section does not affect the Tenant's right to compensation under section 51.

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

I find that the Landlord did not compensate the Tenants for the 2 Month Notice dated February 27, 2017.

I find that on March 23, 2017, the Tenants gave the Landlord 10 days' notice to end the tenancy, and that the tenancy ended on April 2, 2017, when the Tenants moved out and the unit inspection was conducted.

I find that the Landlord owes the Tenants compensation for 28 days of April 2017. I find that the Landlord owes the Tenants \$1,306.48. ($1400 / 30 = \$46.66 \times 28 = \$1,306.48$).

As the Tenants were successful in their application, I order the Landlord to pay the \$100.00 fee that the Tenants paid for dispute resolution.

I grant the Tenants a monetary order in the amount of \$1,406.48. 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.

Conclusion

The Tenants established that the Landlord breached the Act, by failing 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 \$1,406.48.

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: November 30, 2017

Residential Tenancy Branch