



# 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 the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67.

The tenant attended the hearing via conference call and provided affirmed testimony. The landlord did not attend or submit any documentary evidence. The tenant provided undisputed affirmed testimony that the landlord was personally served on August 29, 2017. I accept the undisputed affirmed evidence of the tenant and find that landlord was properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act.

### Preliminary Issue

A review of the tenant's application and the provided documentary evidence shows the surname for the named tenant and the applicant are different. The applicant clarified that the last name on the 2 Month Notice was her maiden name and that the last name for the application for dispute was her legal name.

At the conclusion of the hearing the tenant provided a new mailing address as she has recently moved.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant provided undisputed affirmed testimony that she was served with a 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49 of the Act dated August 15, 2016. The 2 Month Notice sets out an effective end of tenancy date of October 3, 2016 and provides for one reason selected as:

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent, or child of that individual's spouse).

The tenant stated that she complied with the notice by vacating the rental property on September 4, 2017 by providing notice to end the tenancy early at the end of August 2017 via text message. The tenant claims that the landlord has failed to provide the compensation equal to the one month's rent of \$1,000.00. The tenant has provided a copy of a hand written receipt detailing a cash rent payment for \$1,000.00 dated August 4, 2016 to the landlord.

### Analysis

Section 51 of the Act states that a tenant who receives a notice to end tenancy under section 49 of the Act is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount equivalent of one month's rent payable under the tenancy agreement.

In this case, I accept the undisputed affirmed evidence of the tenant that the 2 Month Notice dated August 1, 2016 was served to the tenant on August 15, 2016 and complied with the 2 Month Notice by providing notice to end the tenancy early at the end of August 2016. I also accept the tenant's undisputed affirmed evidence that the landlord failed to provide compensation as per section 51 of the Act.

The tenant has been successful in her application for compensation of \$1,000.00.

Conclusion

The tenant is granted a monetary order for \$1,000.00.

This order must be served upon the landlord. Should the landlord fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court of British Columbia 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: March 01, 2018

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Residential Tenancy Branch