



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDCT

Introduction

On May 14, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property, dated April 25, 2018, (the “Notice”), and for a Monetary Order for compensation for their security deposit and for one month’s rent. The matter was set for a participatory hearing via conference call.

The Landlord and the Tenants attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before 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.

Preliminary Matters

The Tenants moved out of the rental unit and received their security deposit after applying for dispute resolution. They are no longer seeking to cancel the Notice. In accordance with Section 64(3) of the Act, I have amended the Tenants’ Application and removed their claim for the return of their security deposit and to cancel the Notice.

Issues to be Decided

Are the Tenants entitled to a Monetary Order for compensation for one month's rent in relation to the Notice?

Background and Evidence

The Tenants and the Landlord agreed that the fixed-term tenancy began on November 15, 2017 and after 6 months, would continue as a month-to-month tenancy. The rent was \$1,200.00 a month and the security deposit of \$600.00 was collected at the beginning of the tenancy. The Tenants moved out of the rental unit on June 1, 2018 and the security deposit was returned to them.

Tenants' Evidence:

The Tenants stated that the Landlord approached them on April 19, 2018 about needing to do some significant electrical work and that the Tenants would have to move from the rental unit. The Tenants asked the Landlord to provide the notice in writing and stated that they received the Notice from the Landlord on April 26, 2018.

The Landlord had written May 10, 2018 as the date when the Tenants must move out of the rental unit. The Tenants stated that they were concerned about the vacancy date and had several discussions with the Landlord about the actual effective vacancy date and compensation for one month's rent. The Tenants stated that they made a verbal agreement with the Landlord to pay \$450.00 in rent for May and would vacate the rental unit by mid-June.

The Tenants felt that the Landlord pressured them to move early. They stated that the Landlord and/or her family would regularly come by to ask if they had found a new place to rent and that the Landlord was pushing to get the electrical work done as soon as possible. Although the Tenants applied for Dispute Resolution on May 14, 2018, they chose to move out of the rental unit on June 1, 2018. The Tenants acknowledged that they lived in their rental unit for a portion of May 2018 without paying rent. They are claiming the \$450.00, that they paid for the May rent, as the balance of compensation due to them under Section 51 of the Act.

Landlord's Evidence:

The Landlord testified that she initially advised the Tenants of the renovation work that was necessary and then followed up with a formal Notice. The Tenants agreed that they would move as soon as possible. She stated that she regularly communicated with the Tenants to see how they were doing and if they were able to find a new place to live.

The Landlord stated that the Tenants paid \$450.00 for May's rent and did not pay rent for June 2018.

Analysis

Section 51 of the Act authorizes Tenants who receive a Notice to End Tenancy under Section 49 (Landlord's use of property) to receive compensation in the amount of one month's rent from the Landlord. Section 51 also refers to Section 50 of the Act that allows Tenants to end the tenancy early and if the Tenants have paid the last month of rent, that the Landlord must refund that amount.

Although the validity of the Notice is not being disputed in this Application, I refer to Section 49 of the (pre-amended) Act where it states that a Landlord may end a tenancy to renovate or repair the rental unit in a manner that requires the rental unit to be vacant by giving notice to end the tenancy not earlier than two full months after the date the Tenants receive the notice. The Notice was received by the Tenants on April 26, 2018. I find that the effective vacancy date for the Notice is amended from May 10, 2018, as stated on the Notice, to the corrected effective vacancy date of June 30, 2018, in accordance with Section 53 of the Act.

The Tenants vacated their rental unit early on June 1, 2018, in accordance with Section 50 of the Act and did not pay rent for the month of June 2018. I accept that the Tenants lived in the rental unit for the month of May 2018 and paid \$450.00 in rent, while the Notice was in effect. Section 50(3) of the Act states that a Tenant's right to compensation is not affected by their choice to vacate the rental unit earlier than the effective vacancy date. In order for the Tenants to receive compensation in the amount of one month's rent, I find that the Tenants should be reimbursed for the partial rent payment of \$450.00 that they paid in May 2018. They have already received the benefit of the equivalent of \$750.00, by staying in the unit for the full month of May 2018.

Conclusion

The Tenants have established a monetary claim and I grant them a Monetary Order in the amount of \$450.00 in accordance with Section 51 and 67 of the Act. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, 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: July 06, 2018

Residential Tenancy Branch