



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDCT

Introduction

This hearing was convened in response to an application by the tenant pursuant to Section 51(1) of the *Residential Tenancy Act* (the Act).

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing. The tenant provided the registered mail particulars.

The hearing proceeded on the merits of the tenant's application. The tenant was given full opportunity to be heard, to present evidence and to make submissions.

The tenant stated they provided the landlord with all of the evidence provided to this proceeding. Prior to concluding the hearing the tenant acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the tenant entitled to the monetary amount claimed as compensation for receiving a 2 Month Notice to End tenancy for landlord's use?

Background and Evidence

This tenancy started in February 2016. The rent payable under the tenancy agreement was \$600.00 per month. The undisputed evidence in this matter is that the landlord gave the tenant a 2 Month Notice to End Tenancy for Landlord's Use of Property (the Notice) dated September 27, 2017 for the reason / purpose the landlord or the landlord's spouse or a close family member of the landlord or landlord's spouse – with a

stated effective date of December 01, 2017. I have benefit of a copy of the Notice. The tenant did not dispute the Notice and the landlord did not retract the Notice with the tenant's approval. The tenant acted on the landlord's Notice and vacated the rental unit by the effective date of the Notice, moving into another unit within another of the landlord's properties.

The tenant testified that the landlord's reasoning to them for not providing the prescribed compensation as stated in the 2 Month Notice was that the tenant was accommodated into a new unit also owned by them; therefore they should not be required to provide the tenant with compensation.

Analysis

I find the evidence in this matter is that the landlord gave the tenant a 2 Month Notice to End Tenancy for Landlord's Use. What is relevant is that the landlord notified the tenant they wanted to end the tenancy for their stated own use and gave the tenant the prescribed Notice. I find the tenant did not dispute the Notice and ultimately vacated in accordance with the landlord's wishes to retake possession of the unit for their stated purpose.

The tenant has claimed compensation under Section 51(1) of the Act which provides as follows:

Tenant's compensation: section 49 notice

51 (1) 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 Act and Regulations (legislation) does not prescribe any exclusions or exclusionary conditions to what is stated in Section 51 of the Act. I find that the Act operates to compensate a tenant for receiving a 2 Month Notice to End and having relied on the Notice the tenant vacated the unit and as a result is entitled to the prescribed compensation. I find the undisputed evidence in this matter is that the landlord did not compensate the tenant for giving them a 2 Month Notice.

As a result of all the above, I find the tenant has established an entitlement under Section 51(1) in the prescribed amount of one month's rent under the tenancy agreement, or **\$600.00**.

Conclusion

The tenant's application is granted.

I grant the tenant a Monetary Order under Section 67 of the Act for the amount of **\$600.00**. The tenant is given this Order. *If necessary*, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding.

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: October 02, 2018

Residential Tenancy Branch