



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, MNDCT

Introduction

This hearing dealt with the tenant's application pursuant to the *Act* for:

- a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Only the tenant appeared at the hearing. The tenant provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The tenant testified and supplied documentary evidence that she served the landlord with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on February 13, 2019 and was returned as "unclaimed". I find that the tenant has acted in accordance with section 89 of the *Act* and the hearing proceeded and completed in the absence of the landlord.

Issue to be Decided

Is the tenant entitled to a monetary order as compensation for loss or damage under the *Act, regulation* or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background, Evidence

The tenant's undisputed testimony is as follows. The tenancy began on May 1, 2013 and ended on December 1, 2018. The tenant was obligated to pay \$875.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$425.00 security deposit. The tenant testified that they received a Two Month Notice to End Tenancy for Landlords Use of Property on September 20, 2018 with an effective date of December 4, 2018. The tenant testified that the landlord told her to apply her security deposit of \$425.00 towards the last month of rent for November 2018 and to pay an additional \$450.00 for the balance. The tenant testified that the landlord told her that he would pay her one month's compensation after the tenancy ends. The tenant testified that after the tenancy ended the landlord advised her that he was never going to pay her any

compensation. The tenant testified that she is seeking the compensation as noted on the notice.

Analysis

Section 51 of the Act addresses the issue before me 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.

Based on the above, the tenants undisputed testimony and the documentation the tenant supplied for this hearing, I find that the tenant is entitled to one month's rent as compensation as noted in the notice to end tenancy in the amount of \$875.00.

The tenant is also entitled to the recovery of the \$100.00 filing fee.

Conclusion

The tenant has established a claim for \$975.00. I grant the tenant an order under section 67 for the balance due of \$975.00. This order may be filed in the 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: May 30, 2019

Residential Tenancy Branch