



# Dispute Resolution Services

Page: 1

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 undisputed testimony. The landlord did not attend or submit any documentary evidence. The tenant stated that the landlord was served with both the notice of hearing package and the submitted documentary evidence via courier service on May 18, 2019. I accept the undisputed testimony of the tenant and find that although the landlord did not attend and participate in the hearing, the landlord is deemed served as per section 90 of the Act.

### 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 seeks a monetary claim of \$19,350.00 which consists of:

\$1,612.50    X 12 months =      \$19,350.00

The tenant claims that the landlord issued a two month notice to end tenancy for landlord's use of property dated September 26, 2018 as the rental unit will be occupied by the landlord or family. The stated effective end of tenancy date was November 30, 2018. The tenant stated that she complied with the notice and vacated the rental unit on November 30, 2018. Shortly thereafter the tenant discovered that the rental unit was posted online and advertised for rent at \$2,200.00 which is \$587.50 more than her original rent. The tenant seeks compensation under section 51 of the Act.

In support of this claim the tenant has submitted:

Copy of 2 month notice dated September 26, 2018

Copy of rent receipt re: monthly rent is \$1,612.50

Copy of online ad advertising the rental, the monthly rent, the contact information of the landlord and the date of the screen shot for the advertisement

### Analysis

Section 51 of the Residential Tenancy Act states in part that a tenant who receives a notice to end tenancy pursuant to section 49 is entitled to receive from the landlord an amount equal to 12 months rent if steps have not been taken within a reasonable period after the effective date of the notice or the rental unit is not used for the stated purpose for at least 6 months' duration within a reasonable period after the effective date of the notice.

In this case, I accept the undisputed evidence of the tenant and find that the tenant was served with the 2 months' notice dated September 26, 2018; the tenant complied with the 2 month notice by vacating the rental unit on November 30, 2018 and the landlord advertised the rental unit for rent as per the submitted copy of online advertisement dated December 28, 2018.

### Conclusion

The tenant is granted a monetary order for \$19,350.00.

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

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: August 27, 2019

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Residential Tenancy Branch