



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *CNL, FF*

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for an order to cancel the notice to end tenancy for landlord's use of property and for the recovery of the filing fee.

The tenant testified that he served the notice of hearing on the landlord by registered mail on July 02, 2020 and filed a copy of the tracking slip. Despite having been served a notice of hearing by the tenant, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Preliminary Matters

At the start of the hearing the tenant informed me that he intended to move out by July 31, 2020 which was the effective date of the notice to end tenancy for landlord's use of property. The notice was served on the tenant on June 28, 2020 with an erroneous effective date. The effective date of the notice should have been August 31, 2020. The tenant disputed the notice on June 29, 2020.

The tenant stated that the landlord lived upstairs and the relationship between the parties got uncomfortable after the notice was served and therefore, he decided to move out on July 31, 2020. The tenant is no longer disputing the notice to end tenancy.

Analysis

Based on the fact that the landlord did not attend the hearing and that the effective date of the two month notice was incorrectly written, which caused the tenant to move out a month earlier, I find it appropriate to award the tenant the recovery of the filing fee for disputing the notice based on the incorrect date.

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for **\$100.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Since the tenant received a notice to end tenancy for landlord's use of property, the following text contains information related to such a notice.

Pursuant to Section 51 (1) of the *Residential Tenancy Act*, a tenant who receives a notice to end tenancy under Section 49 which is for landlord's use of property is entitled to receive from the landlord the equivalent of one month's rent payable under the tenancy agreement.

In addition to the amount payable under subsection (1), if

- (a) Steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or
- (b) The rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice, the landlord as applicable under section 49, must pay the tenant an amount that is equivalent of 12 times the monthly rent payable under the tenancy agreement.

Conclusion

I grant the tenant a monetary order in the amount of \$100.00.

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 23, 2020

Residential Tenancy Branch