



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

On July 28, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) a monetary order for money owed or compensation for damage or loss under the Act, the regulations, or a tenancy agreement, and to recover the filing fee for the Application.

The matter was set for a conference call hearing. The Landlord and Tenants appeared at the hearing. The Landlord was assisted by his agent. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to 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.

Issue to be Decided

- Are the Tenants entitled to compensation from the Landlord?

Background and Evidence

Both parties agree that the tenancy ended on November 30, 2019. The parties testified that rent in the amount of \$2,750.00 was to be paid to the Landlord each month.

The Tenant testified that the Landlord ended the tenancy by serving them with a Two Month Notice to End Tenancy for Landlord’s Use of Property dated October 31, 2019 (“the Two Month Notice”). The Tenants provided a copy of the Two Month Notice.

The Tenants testified that they had just paid the rent for November 2019 the day prior to receiving the Two Month Notice.

The Tenants testified that they gave notice to end the tenancy early and moved out of the rental unit by November 30, 2019.

The Tenants testified that they never received compensation of one month's rent from the Landlord for the Two Month Notice. The Tenants are seeking a monetary order in the amount of \$2,750.00 which is the amount of one months rent.

In response, the Landlord provided testimony confirming that they issued the Two Month Notice. The Landlords agent confirmed that the Landlord did not provide compensation the Tenants.

The Landlords agent submitted that the free month of rent was supposed to be for December 2019, and that the Tenants moved out of the rental unit early.

Analysis

Section 51 (1) of the Act states that 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.

Section 50 (1) of the Act provides that if a landlord gives a tenant notice to end a periodic tenancy under section 49 [*landlord's use of property*] the tenant may end the tenancy early by giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice.

Section 50 (3) provides that a notice under this section does not affect the tenant's right to compensation under section 51 [*tenant's compensation: section 49 notice*].

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenants ended the tenancy on November 30, 2019 which is earlier than the date on the Landlord's notice. I find that the Tenants had already paid the rent for November 2019. I find that the Tenants are entitled to compensation from the Landlord in the amount of one months rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution.

I award the Tenants a monetary order in the amount of \$2,850.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned that costs of such enforcement are recoverable from the Landlord.

Conclusion

The Landlord issued a Two Month Notice to the Tenants and is responsible to compensate the Tenants the amount of one month's rent under the tenancy agreement.

I grant the Tenants a monetary order for \$2,850.00.

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: November 16, 2020

Residential Tenancy Branch