



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNETC, FFT

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which he applied for compensation related to a Two Month Notice to End Tenancy for Landlord's Use and to recover the filing fee from the Landlord for the cost of filing this Application for Dispute Resolution.

The Advocate for the Tenant stated that on January 28, 2021 he and the Tenant personally served the male Landlord with the Dispute Resolution Package and all the evidence the Tenant submitted to the Residential Tenancy Branch. In the absence of evidence to the contrary, I find that these documents have been served to the male Landlord in accordance with section 89 of the *Residential Tenancy Act (Act)*.

As the aforementioned documents were properly served to the male Landlord, the hearing proceeded in the absence of the male Landlord and the evidence was accepted as evidence for these proceedings.

The Advocate for the Tenant stated that the Tenant was unable to serve hearing documents to the female Landlord. The Tenant was advised that the hearing could not proceed today in the absence of the female Landlord, as she had not been properly served with notice of the hearing.

The Tenant was asked if he would like to adjourn the hearing to provide him with another opportunity to serve hearing documents to the female Landlord, in which case the matter would be considered at a later date, or if he would like to amend the Application for Dispute Resolution by removing the female Landlord as a Respondent, in which case the hearing would proceed today. The Tenant opted to amend the

Application for Dispute Resolution by removing the female Landlord as a Respondent and the Application was amended accordingly. Any monetary Order granted as a result of these proceedings will not name the female Landlord.

The Tenant was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

#### Issue(s) to be Decided

Is the Tenant entitled to compensation for being required to vacate the rental unit pursuant to section 49 of the Act?

#### Background and Evidence

The Advocate for Tenant stated that:

- The tenancy began on September 01, 2014;
- At the end of the tenancy rent was \$920.00 per month;
- Rent was due by the first day of each month;
- On October 01, 2020 the Tenant and the female Landlord signed a mutual agreement to end the tenancy, effective December 31, 2020;
- On October 09, 2020 the Landlord served the Tenant with a Two Month Notice to End Tenancy for Landlord's Use, which required the Tenant to vacate the unit by December 31, 2020;
- On October 20, 2020 the Tenant gave the Landlord written notice that he would be vacating the rental unit by October 31, 2020; and
- The Tenant was not provided with the equivalent of one month's free rent as a result of being served with the Two Month Notice to End Tenancy for Landlord's Use.

#### Analysis

On the basis of the undisputed evidence, I find that the Tenant was paying monthly rent of \$920.00 when this tenancy ended.

On the basis of the undisputed evidence, I find that on October 01, 2020 the Tenant and the female Landlord signed a mutual agreement to end the tenancy, which was effective December 31, 2020. On the basis of the undisputed, I find that on October 09, 2020 the Landlord served the Tenant with a Two Month Notice to End Tenancy for Landlord's Use, which was served pursuant to section 49 of the *Residential Tenancy Act (Act)*. The Two Month Notice to End Tenancy for Landlord's Use declared that the Tenant must vacate the rental unit by December 31, 2020.

Section 50(1)(a) of the *Act* stipulates that if a landlord gives a tenant notice to end a periodic tenancy under section 49 or 49.1 of the *Act*, 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. On the basis of the undisputed evidence, I find that on October 20, 2020 the Tenant gave the Landlord written notice of his intent to end the tenancy on October 31, 2020 and that he did vacate the rental unit on October 31, 2020. I therefore find that this tenancy ended on October 31, 2020 on the basis of notice provided pursuant to section 50(1)(a) of the *Act*.

Section 51(1) of the *Act* stipulates that a tenant who receives a notice to end a tenancy under section 49 of the *Act* 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. As the Tenant received notice to end a tenancy under section 49 of the *Act*, I find that he is entitled to \$920.00, which is the equivalent of one month's rent.

I find that the Tenant is entitled to compensation under section 51 of the *Act*, regardless of the fact he vacated the rental unit early, as authorized by section 50(3) of the *Act*.

I find that the Tenant's application has merit and that he is entitled to recover the cost of filing this Application for Dispute Resolution from the Landlord.

### Conclusion

The Tenant has established a monetary claim of \$1,020.00, which includes \$920.00 as compensation for being required to vacate the rental unit and \$100.00 in compensation for the cost of filing this Application.

Based on these determinations I grant the Tenant a monetary Order in the amount of \$1,020.00. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as

an Order of the 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, 2021

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Residential Tenancy Branch