



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNETC**

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on March 1, 2022 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for compensation relating to a Two Month Notice to End Tenancy for Landlord's Use of the Property dated December 18, 2021 (the "Two Month Notice").

The Tenant and the Landlord attended the hearing at the appointed date and time. At the start of the hearing, the parties confirmed service and receipt of their respective Application and documentary evidence packages. As there were no issues raised, I find the above mentioned documents were sufficiently served pursuant to Section 71 of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to 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(s) to be Decided

1. Is the Tenant entitled to a monetary order for compensation, pursuant to Section 51 and 67 of the *Act*?

### Background and Evidence

The parties testified and agreed to the following; the fixed term tenancy began on March 1, 2021. During the tenancy, the Tenant was required to pay rent in the amount of \$1,000.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00 which has since been returned to the Tenant. The tenancy ended on February 28, 2022 in compliance with the Two Month Notice.

The parties confirmed that the tenancy was a one-year fixed term tenancy. The Landlord stated that she served the Tenant with a Two Month Notice dated December 18, 2021 with an effective vacancy date of February 28, 2022. The Tenant submitted a copy of the Two Month Notice in support.

The parties confirmed that the Tenant paid the last month of rent to the Landlord. The Tenant is claiming for compensation equivalent to one month of rent in accordance with the Two Month Notice. The Landlord stated that the Tenant is required to pay the monthly rent each month. The Landlord did not think the Tenant was entitled to compensation as their agreement stipulated, they were meant to enter into a new fixed term agreement, however, the Landlord's children intended to occupy the rental unit. Therefore, the Landlord did not know how else to end the tenancy.

### Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 51(1) of the Act states;

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. If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.

In this case, I accept that the monthly rent due to the Landlord was \$1,000.00. I accept that the Landlord served the Tenant with a Two Month Notice on December 18, 2021 with an effective vacancy date of February 28, 2022.

I accept that the Tenant complied with the Two Month Notice and vacated on the effective date of the Two Month Notice. I accept that the Tenant paid rent in full for February 2022 and has not yet received compensation from the Landlord.

I find that the parties did not agree to enter into a new fixed term agreement. Therefore, the Landlord was permitted to serve a Two Month Notice with an effective date that aligned with the end of the fixed term tenancy. I find that the term in the tenancy agreement regarding another fixed length tenancy does not negate the Landlord's requirement to adhere to the terms of the Two Month Notice they served. In light of the above I find that Tenant is entitled to compensation equivalent of one month's rent payable under the tenancy agreement, pursuant to Section 51 of the *Act*.

I accept the Tenant has not yet been compensated by the Landlord; therefore, pursuant to section 67 of the *Act*, I find the Tenant is entitled to a monetary order in the amount of \$1,000.00 which represents the amount that is the equivalent of one month's rent payable under the tenancy agreement.

### Conclusion

The Landlord breached the Act by not compensating the Tenant in accordance with Section 51 of the Act. The Tenant is granted a monetary order in the amount of \$1,000.00. This order must be served on the Landlord as soon as possible. If the Landlord fails to comply the monetary order it may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: October 25, 2022

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Residential Tenancy Branch