



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, OLC, MNDCT, FFT

Introduction

On August 19, 2022, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking more time to dispute a notice to end tenancy and to cancel a Two Month Notice to End Tenancy for Landlord Use of Property dated August 31, 2022 (“the Two Month Notice”).

The matter was set for a conference call hearing. The Landlord and the Tenant appeared at the hearing.

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. Both parties confirmed that they have exchanged the documentary evidence that I have before 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.

Preliminary and Procedural Matters

The Tenant testified that she received the Two Month Notice from the Landlord on September 2, 2022. On September 12, 2022 the Tenant gave written notice to the Landlord that she is ending the tenancy with 10 days’ notice effective September 24, 2022.

The Tenant moved out of the rental unit by September 24, 2022.

I find that the Tenant accepted the Two Month Notice and ended the tenancy in accordance with her right under section 50 of the Act. The Tenant clarified that she is not seeking to have the tenancy reinstated.

The Tenant's claim for more time to dispute a notice to end tenancy and to dispute the Two Month Notice is dismissed. Since this tenancy has ended, the Tenants claim for the Landlord to comply with the Act is also dismissed.

The hearing proceeded based on the Tenant's claim to be compensated for damage or loss under the Act, Regulation, or tenancy agreement.

Issue to be Decided

- Is the Tenant entitled to monetary compensation from the Landlord?

Background and Evidence

The Landlord and Tenant testified that the tenancy began in November 2018 on a month-to-month basis. Rent in the amount of \$900.00 was due to be paid to the Landlord each month. The Tenant paid the Landlord a security deposit of \$450.00.

The Landlord issued the Two Month Notice to the Tenant with an effective date of November 30, 2022. The reason for ending the tenancy cited within the Notice is:

The rental unit will be occupied by the Landlord or the Landlord's close family member. The Landlord or the Landlords spouse.

The Tenant accepted the Two Month Notice and on September 12, 2022, the Tenant gave written notice to the Landlord that she is ending the tenancy with 10 days' notice, and she moved out by September 24, 2022.

The Tenant is seeking the following compensation:

- \$900.00 for the last months' rent.
- \$150.00 prorated rent for moving out early.
- \$450.00 security deposit.
- \$1,235.64 for moving costs.
- \$209.57 for horse moving costs.

One Month of Rent

The Tenant testified that she received the amount of \$900.00 from the Landlord on November 30, 2022.

The Landlord testified that the amount of \$900.00 was paid to the Tenant on November 30, 2022.

Prorated Rent

The Tenant testified that she received the amount of \$180.00 from the Landlord on October 6, 2022.

The Landlord testified that pro rated rent of \$180.00 was sent to the Tenant on October 6, 2022.

Security Deposit

The Tenant testified that the security deposit of \$450.00 has been returned to her on October 6, 2022.

The Landlord testified that the security deposit was returned to the Tenant on October 6, 2022.

Moving Costs

The Tenant testified that she wants to be reimbursed for the cost of moving her daughter into the rental unit in August 2022. She testified that in February 2022 she asked the Landlord if her daughter could move in, and the Landlord granted permission. She testified that her daughter moved into the rental unit in August 2022. The Landlord provided an invoice dated August 21, 2022 in the name of her daughter for moving costs of \$1,235.64.

The Tenant stated that 13 days later, the Landlord ended the tenancy by issuing the Two Month Notice. The Tenant testified that if she knew the tenancy was ending she would never have had her daughter move in.

In reply, the Landlords testified that the Tenant had asked if her daughter could live at the unit for a three month period. The Landlord agreed that she could stay as a guest.

The Landlord stated that they have no contractual relationship with the Tenants daughter and are not responsible to pay for moving costs. The Landlord testified that family circumstances arose which prompted them to end the tenancy with the Two Month Notice.

Horse Moving Costs

The Tenant testified that her daughter had to move her horse and she is requesting \$209.57 for the costs associated with the move. She testified that she feels entitled to compensation for the same reasons she submitted regarding her other monetary claim.

In reply, the Landlords testified that their response to this claim is the same as they provided for the Tenants first claim.

Analysis

Section 51 of the Act provides that a Tenant who receives a notice to end a tenancy for 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. A Tenant may withhold the amount from the last month's rent.

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

One Month of Rent

I find that the Landlords compensated the Tenant the amount of \$900.00 to the Tenant on November 30, 2022 as required by section 51 of the Act.

The Tenant's claim for compensation of one months' rent is dismissed without leave to reapply.

Prorated Rent

I find that the Landlords compensated the Tenant the amount of \$180.00 to the Tenant on October 6, 2022, as required by section 51 of the Act.

The Tenant's claim for compensation for pro-rated rent is dismissed without leave to reapply.

Security Deposit

I find that the Landlords returned the security deposit of \$450.00 to the Tenant on October 6, 2022 which was within 15 days of the tenancy ending.

The Tenant's claim for the return of a security deposit is dismissed without leave to reapply.

Moving Costs

I find that the tenancy was on a month-to-month basis which permits the Landlord to end the tenancy by issuing a notice to end tenancy. The Landlord issued the Two Month Notice and the Tenant accepted it and moved out after giving 10 days written notice.

While I accept the Tenant's submission that receiving the Two Month Notice was a surprise and that moving costs were just paid, I find that the Landlord had a right under the Act to issue the notice to end tenancy. The Landlord stated there is no contract between the Tenant's daughter and the Landlord. There was no evidence that the Tenant's daughter was added to the tenancy agreement as a Tenant. The moving invoice is in the name of the Tenant's daughter and the Act only applies to Landlords and Tenants. Nevertheless, I find that the Landlord did not breach the Act by issuing the notice to end tenancy and the Tenant is not entitled to the compensation she is seeking for the moving costs related to her daughter or her daughter's horse.

The Tenant's application is dismissed in its entirety.

Conclusion

The Tenant's application for compensation from the Landlords for moving costs was not successful and is dismissed.

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: February 02, 2023