



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF, O

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") pursuant to section 49;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72; and
- an "other" remedy of reimbursement of one month's rent and moving costs.

At the outset of the hearing the parties testified that the tenants vacated the rental unit on August 30, 2016. Consequently the only remedy the tenants are now seeking is compensation with respect to the 2 Month Notice and compensation for damage or loss.

Issue(s) to be Decided

Are the tenants entitled to recover the filing fee for this application from the landlord?

Are the tenants entitled to compensation of one month's rent and moving costs?

Background and Evidence

As per the testimony of the parties, the tenancy began on July 28, 2013 on a fixed term basis. Rent in the amount of \$1,200.00 was payable on the first of each month. The tenants remitted a security deposit at the start of the tenancy and the landlords returned the security deposit at the end of tenancy.

The tenants acknowledged personal receipt of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice") dated July 1, 2016. The tenants applied to cancel a 2 Month Notice because the 1 Month Notice had been edited by the landlord to read 2 Month Notice.

Although the tenants vacated the rental unit August 30, 2016 they are seeking compensation equivalent to one month's rent in the amount of \$1,200.00 and moving costs in the amount of \$400.00.

The tenants also seek to recover the \$100.00 filing fee for this application from the landlord.

Analysis

Section 51 of the *Act* establishes that a tenant who receives a 2 Month Notice is entitled to receive an amount that is equal to one month's rent payable under the tenancy agreement.

Based on the notice before me, I find the tenants were served with a 1 Month Notice. Because the tenants did not receive an effective 2 Month Notice, the tenants are not entitled to compensation of one month's rent. Accordingly, I dismiss this portion of the tenants' claim of compensation.

In respect to a monetary claim for damages or for a monetary loss to be successful an applicant must satisfy the test prescribed by Section 7 of the *Act*. The applicant must prove a loss actually exists and prove the loss happened solely because of the actions of the respondent in violation to the *Act*. The applicant must also verify the loss with receipts and the applicant must show how they mitigated or what reasonable efforts they made to minimize the claimed loss.

In relation to the tenants' claim for compensation of moving costs, I find the tenants provided insufficient evidence to show the moving costs were a direct result of the landlord's violation of the *Act*. For this reason I dismiss this portion of the tenants' claim of compensation.

As the tenants were not successful in this application, I find that the tenants are not entitled to recover the \$100.00 filing fee paid for the application.

Conclusion

The tenants' entire application is dismissed without leave to reapply.

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: September 02, 2016

Residential Tenancy Branch