



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC

### Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlord with the notice of hearing package and the submitted documentary evidence via email on August 24, 2017.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation for damage or loss?  
Is the tenant entitled to an order requiring the landlord to comply?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on February 26, 2016 on a fixed term tenancy ending on March 1, 2017. The monthly rent was \$1,500.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$750.00 was paid.

The tenant seeks a monetary claim of \$1,500.00 for compensation in complying with a 2 Month Notice to End Tenancy Issued for Landlord's Use of Property (the 2 Month Notice). The tenant claims that after vacating the rental premises, the landlord as of the date of this hearing has failed to pay compensation equal to one months' rent as per the 2 Month Notice.

Both parties confirmed that the landlord served the tenant with the 2 Month Notice dated December 31, 2016. The 2 Month Notice sets out an effective end of tenancy date of March 1, 2017 and one reason listed as:

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).

The landlord claims that the purpose of issuing the 2 Month Notice was to end the tenancy on March 1, 2017 as per a signed tenancy agreement. The landlord claimed that due to many issues with the tenant that she wished to make sure that the tenancy ended. The landlord claimed that her understanding in issuing this notice was that the tenant would be provided with notification that the tenancy was at an end on March 1, 2017.

### Analysis

I accept the undisputed evidence of both parties and find that the landlord's intent was to end the tenancy as per her understanding of the signed tenancy agreement. However, this is contradicted by the landlord's actions in issuing the 2 Month Notice. The stated reason on the 2 Month Notice is clear in that the landlord was to occupy the rental unit. Based upon the landlord's intent, the landlord would have been better served had she issued a written notification to the tenant that the tenancy would end on March 1, 2017 as per the signed tenancy.

Section 51 of the Act speaks clearly to compensation when a tenant receives a notice to end tenancy under section 49 of the Act. It states in part that a tenant who receives a 2 Month Notice for landlord's use of property is entitled to receive from the landlord on or before the effective date of the notice an amount equal to one months' rent under the tenancy agreement.

In this case both parties have confirmed that the landlord served the tenant with a 2 Month Notice dated December 31, 2016 and that the tenant had complied. Both parties

confirmed that the landlord did not compensate the tenant with the \$1,500.00 amount equal to one months' rent.

As such, I find that the tenant has established a claim for \$1,500.00.

### Conclusion

The tenant is granted a monetary order for \$1,500.00.

This order must be served upon the landlord. Should the landlord fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that 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: September 28, 2017

---

Residential Tenancy Branch