



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC

Introduction

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

- a Monetary Order as compensation for damage or loss under the *Act* pursuant to section 67 of the *Act*; and
- an Order pursuant to section 62 directing the landlord to comply with the *Act*.

Only the tenant attended the hearing. The tenant was given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The tenant explained that she sent copies of her application for dispute resolution, along with an evidentiary package to the landlord by way of Canada Post Registered Mail on June 8, 2017. A copy of the Canada Post Receipt showing the tracking number was supplied to the hearing as part of the tenant's evidentiary package. Pursuant to sections 88, 89 & 90 of the *Act*, the landlord is deemed served with the tenant's application for dispute and evidentiary package on June 13, 2017, five days after their posting.

Issue(s) to be Decided

Is the tenant entitled to a monetary award?

Should the landlord be directed to comply with the *Act*?

Background and Evidence

Undisputed oral testimony presented at the hearing by the tenant stated that this tenancy began on December 1, 2013 and ended on April 30, 2017. Rent was \$800.00 per month.

The tenant explained that she was seeking a monetary award of \$800.00 in satisfaction for not having received the last month of rent free, after she was told by the landlord that he required use of the rental unit. The tenant said that she was told on March 17, 2017 that the landlord's family was going to be occupying the rental unit and that he required the tenant to move by the end of April 2017. The tenant acknowledged that she had not been served with a 2 month notice for landlord's use of property and that when asked if she needed to be served with any papers, she told the landlord that he did not need to put anything in writing.

At the hearing the tenant said that following her departure from the rental unit, she learned that a tenant is entitled to a free final month of rent in their tenancy when a landlord assumes control of the property for their own use.

Analysis

Section 51 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."

It is on the basis of section 51 of the *Act*, on which the tenant has applied for a monetary award. By the tenant's own admission, the landlord did not serve the tenant with a notice to end tenancy. I find that the tenant is not entitled to compensation under section 51 of the *Act* because she left under her own decision and not following the issuance of a 2 Month Notice for Landlord's Use of Property. While the landlord may have informed the tenant that he required the use of the suite, the landlord never actually served the tenant with any form of written notice that formally stated he was ending the tenancy. For these reasons, the tenant's application for a monetary award and directing the landlord to comply with the *Act* is dismissed.

Conclusion

The tenant's application is dismissed in its entirety.

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: November 14, 2017

Residential Tenancy Branch