



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION

Dispute Codes: MNDC & FF

### Introduction:

This hearing dealt with the tenant's application for loss or damage under the *Act*. Both parties appeared and were provided the opportunity to be heard and respond to the evidence of the other party.

### Issue to be Determined:

Is the tenant entitled to the equivalent of two month's rent in compensation on the basis that the landlord failed to take reasonable steps to use the rental unit for the purposes stated in the Notice to End Tenancy for landlord's use?

### Background and Evidence:

This tenancy began on December 15, 2005 for the monthly rent of \$625.00. The tenant paid a security deposit of \$300.00 on December 15, 2005. Their rent increased to \$650.00 during the course of the tenancy.

The tenant received, and accepted, an informal two month Notice to End Tenancy for landlord's use on May 1, 2008. The tenant vacated the rental unit as of June 30, 2008. The notice provided to the tenant was not on the approved form pursuant to section 49 of the *Act*. However, the tenant did receive the equivalent of one month's rent in compensation pursuant to section 49 of the *Act*.

The tenant now seeks compensation under section 51 of the *Act* on the basis that the landlord has not taken reasonable steps to carry out the intended purpose of the Notice to End Tenancy. The tenancy was ended on the basis that the landlord required the rental unit to carry out renovations which required the rental unit to be vacant. The tenant submits that the rental unit has now been rented for a higher rent and that she was not provided with an opportunity to remain in the rental unit. However, the tenant does acknowledge that she could not afford the rent that the rental unit is now being rented for.

The landlord provided evidence supporting that she began renovations of the rental unit after she took possession of the rental unit as part of the sale of the rental unit on August 1, 2008. The landlord stated that the renovations were completed on approximately August 17, 2008 and the rental unit is now rented. The landlord stated

that she has never had contact with the tenant and the Notice to End Tenancy was issued by the seller as part of the purchase agreement.

Analysis:

The issue before me is very narrow. I must determine whether the landlord has taken reasonable steps to carry out the intended purpose of the notice to end tenancy. The tenant's submissions in this application, as I understand them, question the good faith of the landlord and the intended purpose of the notice to end tenancy. However, the question of whether the landlord had good faith or whether the renovations required vacant occupancy of the rental unit are not relevant considerations when considering the entitlement of compensation under section 51 of the *Act*.

The tenant accepted the notice to end tenancy and the landlord's good faith when she did not dispute the original notice. I am satisfied that the landlord carried out the intended purpose the rental unit by completing renovations once she took possession of the rental unit.

I find that the tenant has failed to establish her application for compensation pursuant to section 51 of the *Act*. The evidence supports the conclusion that the landlord carried out the intended purpose of renovating the rental unit.

Conclusion:

I find that the tenant's application is not supported on the merits and I dismiss the tenant's application without leave to re-apply.

Dated December 03, 2008.

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Dispute Resolution Officer