



# **Dispute Resolution Services**

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

## **Decision**

**Dispute Codes:** MNDC MNSD FF

## **Introduction**

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

## **Issue(s) to be Decided**

This is a request for a monetary order for \$3802.00

## **Background and Evidence**

First of all the landlord stated that he does not dispute the claim for the security deposit X 2 nor does he dispute the claim for 1 months rent compensation for a section 49 Notice to End Tenancy.

The tenants are also asking for compensation of 2 months rent, claiming that the landlord failed to follow through on the reasons given for ending the tenancy.

The first reason given on the Notice to End Tenancy was that a family member was going to move into the rental unit.

The tenants testified that the landlord told them that his mother was going to be moving into the rental unit; however she did not and the unit was subsequently re-rented.

The tenants therefore believe that they should be paid the 2 months compensation set out in the Residential Tenancy Act.

The landlord testified that when he gave the Notice to End Tenancy he had fully intended to have his mother move into the rental unit; however shortly after giving the notice his mother was diagnosed with lung cancer and after numerous test and examinations it was determined that it would not be in her best interest to move at this time.

### **Analysis**

#### **Security deposit and compensation for section 49 Notice to End Tenancy:**

The tenants paid a security deposit of \$475.00. I have therefore deducted the \$150.00 that the tenants agreed to have the landlord keep for carpet cleaning and have ordered that the landlord pay double \$325.00 = \$650.00, plus interest of \$15.44, for a total of \$665.44, to the tenants. I have also ordered that the landlord pay the compensation of 1 months rent \$988.00

#### **Compensation for failing to comply with reasons for Notice to End Tenancy:**

It is my finding that the landlord has shown that circumstances changed significantly after he had already given the Notice to End Tenancy and that as a result his mother was not able to move into the rental unit.

I accept that at the time the Notice to End Tenancy was given the landlord fully intended to have his mother move into the rental unit.

Therefore I will not allow the claim for 2 times the rent.

### **Conclusion**

I have issued an order for the landlord to pay \$1653.44 to the tenants. I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

Total order issued-----\$1703.44

Dated: January 15, 2009