



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 an application by the tenants for a monetary order for compensation under the *Residential Tenancy Act* ("the Act").

An agent of the landlord appeared in the teleconference hearing for the sole purpose of requesting an adjournment. The landlord left Canada on March 4, 2009 due to a family matter, and was returning to Canada on March 30, 2009. In support of the adjournment request, the landlord submitted copies of airline tickets. The tenants opposed an adjournment, on the basis that they served the notice of hearing on the landlord on January 14, 2009, and the landlord had more than adequate time to arrange for an agent to act on her behalf or to call in to the teleconference hearing from India. I found that the landlord's agent had not provided sufficient evidence to support an adjournment, and I refused to grant the adjournment. The landlord's agent remained on the line but did not participate in the remainder of the hearing.

Issue(s) to be Decided

Are the tenants entitled to the monetary compensation claimed?

Background and Evidence

The tenancy began on June 1, 2007, with monthly rent of \$1300. On March 28, 2008, the landlord served the tenants with a two month notice to end tenancy for landlord's use of property. The notice indicated that the reason for ending the tenancy was that the rental unit would be occupied by the landlord or a close family member of the landlord. The tenants vacated the rental unit on May 14, 2008.

After vacating, the tenants learned that the landlord had advertised the rental unit for sale, conducted open houses beginning on the weekend immediately after the tenants vacated, and sold the property on August 29, 2008. The tenants provided as supporting

evidence ads for the sale of the rental unit. The president of the strata council for the building spoke with the tenants and informed them that to his knowledge, no other residents moved in to the unit between the time that the tenants vacated and the new owner took possession. Any time a new occupant moves into a unit they must pay a move-in fee, and no move-in fee had been paid between May 14, 2008 and August 29, 2008. The tenants have applied for compensation equivalent to two months' rent, pursuant to section 51 of the Act.

Analysis

Section 51 of the Act sets out that if the landlord does not use the rental unit for the stated purpose on the two-month notice, the landlord must pay the tenant compensation equivalent to two months' rent.

In this case, the stated purpose of the notice was that the rental unit would be occupied by the landlord or a close family member. I am satisfied that the landlord did not use the unit for its' stated purpose in this case, and the tenants are therefore entitled to the compensation claimed, in the amount of \$2600. The tenants are also entitled to recovery of their \$50 filing fee.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$2650. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated March 25, 2009.