



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNDC

### Introduction

This matter dealt with an application by the tenant for a monetary order for money owed or compensation for loss or damage under the *Act*.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on May 07, 2009. The tenant has provided the Canada Post tracking number which shows the hearing package was delivered on May 08, 2009. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

### Issues(s) to be Decided

- Did the landlord act in good faith when he gave the tenant two months notice to end tenancy for landlords' use of the property?
- Is the tenant entitled to compensation from the landlord?

### Background and Evidence

This tenancy started in September 1991 and ended on July 31, 2008. The landlord gave the tenant a two Month Notice to End Tenancy for the landlords use of the property on May 30, 2008. The landlords Notice stated that he had the necessary permits in place to demolish or renovate and repair the rental unit in a manner that required the rental unit to be vacant. The tenant did not dispute this notice at the time and moved out on the date given on the notice. The tenant states that he later found out that the landlord only replaced the carpets,

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painted the unit and put on a new balcony. The tenant states that none of this work would have required vacant possession as the balcony was shared with the unit next door and the tenant there were not asked to vacate their rental unit. New carpet and redecoration would not have required the tenants to move out. The tenant believes that the landlord wanted to evict him as he was paying a lower rent rate than the majority of the other tenants.

### Analysis

Section 51(2) of the *Act* states that if a landlord does not take steps to accomplish the stated purpose for ending the tenancy under s. 49(6) within a reasonable period after the effective date of the notice the landlord must pay the tenant an amount that is equivalent to double the monthly rent payable under the tenancy agreement.

In this instance the burden of proof is on the tenant to prove the landlord did not carry out repairs or renovate the rental unit in a manner that required vacant possession. In this case the tenant has not provided evidence that the landlord has not carried out the stated repairs or renovation. Therefore I dismiss the tenants claim with leave to reapply.

### Conclusion

The tenants' application is dismissed with leave to reapply.

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: June 15, 2009.

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Dispute Resolution Officer