



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened upon the application of the tenant seeking a monetary order in the sum of \$2,400.00 for compensation for loss or damage under the Act.

The landlord did not appear at the hearing. I accept the tenant's evidence that the landlord was duly served with notice of this application sent by way of registered mail.

Background and Evidence

The tenant says she moved into the rental on April 1, 2009 paying \$1,200.00 rent. The tenant says that on June 25, 2009 the caretaker of the strata corporation called her and advised she must vacate the premises immediately because of her dog. The tenant says the landlord was well aware that she had a dog. On June 28, 2009 the tenant says the landlord asked her if she would get rid of her dog. The tenant advised the landlord she would not. The tenant says the landlord then advised that he wished to perform renovations on the property and sell it. The tenant says she was then served with a 2 month Notice to Vacate for Landlord's Use of Property. The tenant testified that she did receive one month's rent free as required by the Act in compensation for the Notice. The tenant testified that the landlord told her he did not intend to renovate. The tenant did not dispute the notice and the tenant vacated. The tenant says she moved not far from the rental unit and watched the rental unit each day to see if renovations were being performed. The tenant says no renovations were undertaken and new tenants have moved in.

The tenant says she believes she was evicted because of her dog not due to the reasons as set out on the 2 month Notice to End Tenancy. The tenant says she has taken photographs of the rental unit. The tenant says she has witnesses who can attest to the condition of the rental unit at move in and can attest to the renovations the tenant performed herself.

Analysis

The tenant was served with a 2 month Notice to End Tenancy for Landlord's Use of Property. In that Notice the landlord stated he had all the necessary permits to perform renovations. The tenant testified that she knew the landlord did not intend to perform renovations and the landlord told her so. The tenant testified that she did not dispute the Notice because she believed she could not do so. The tenant testified that since she vacated she has observed that no renovations have been undertaken. The tenant says new tenants have simply moved in.

In her written submissions the tenant says she has witnesses to the renovations she performed herself. However, in her application for dispute resolution the tenant claims only \$2,400.00 which is double the monthly rent, there is no additional sums claimed on her application.

The tenant agrees that she did receive appropriate compensation pursuant to Section 51(1) of the Act however Section 51(2) of the Act states:

51 (2) In addition to the amount payable under subsection (1), if

(a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or

(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

While the tenant says she has photographs and witnesses to prove her claims no photographs were submitted and no witnesses appeared at the hearing. Overall I am not satisfied that the tenant has proven her claim.

Conclusion

The tenant's application is dismissed.