

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and by both tenants.

Issues(s) to be Decided

The issue to be decided is whether the landlord is entitled to a monetary order for compensation for damages to the rental unit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on September 1, 2006 as a month to month tenancy for a monthly rent in the amount of \$900.00 due on the 1st of the month. A security deposit was paid in the amount of \$450.00. The tenancy ended on May 31, 2009 after the landlord provided the tenant with a 2 Month Notice to End Tenancy for Landlord's Use so that the landlord could renovate the rental unit.

The landlord provided substantial documentary evidence and testimony asserting the tenants had been responsible for damaging the rental unit, as well as the provision of receipts for work completed and new appliances. The landlord contends that the tenant didn't move out completely until June 3, 2009.

The tenants provided testimony disputing many of the landlords' claims, as well as providing some documentary evidence regarding the end of the tenancy and expenses they incurred during the tenancy.

Analysis

Section 49 of the *Act* allows a landlord to end a tenancy for renovations to the rental unit only if the renovations or repairs to the rental unit are such that they require the rental unit to be vacant.

As the landlord felt the renovations that they planned to make were substantial enough that they would warrant ending the tenancy, I find that the landlord could not expect the tenant to then pay for the renovations.

As well, as the landlord had planned to renovate the rental unit and not re-rent it in June of 2009, I find the landlord suffered no loss or damage by the tenant not returned the keys to the rental unit on June 2, 2009 or June 3, 2009.

Conclusion

Based on my findings above, I dismiss the landlord's application, in its entirety, without 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: March 04, 2010.

Dispute Resolution Officer