

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to receive a monetary order under the Act or tenancy agreement, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Is the Tenant entitled to compensation under the Act or tenancy agreement?

Background and Evidence

On October 31, 2007, the Tenant received a two month Notice to End Tenancy from the Landlords for their use of the property, under section 49 of the Act. The Landlords indicated on the Notice that the reason they required the Tenant to vacate was that the Landlords intended to occupy the property. The Tenant testified that the Landlords did not occupy the property. Instead they sold the property to a third party.

The Landlords testified that they had been trying to sell the property to a third party, however, the financing for the third party fell through. The Landlords were trying to sell the property due to financial difficulties and decided when it did not sell they would move into the property themselves.

The Tenant vacated the rental unit on November 30, 2007. She was suspicious of the Landlords not moving in because they had told her different stories.

In early January of 2008, the Tenant went to the rental unit looking for the Landlords. An occupant at the property explained he had bought the property and the deal had closed in early January of 2008.

The Landlords explained that the subjects on the purchase of the property were removed on December 8, 2007, and the property did sell.

Analysis

Based on the foregoing, the evidence and testimony, I find that the Tenant is entitled to monetary compensation under section 51 of the Act.

The Landlords breached section 51 of the Act by failing to move into the rental unit for at least six months following the eviction of the Tenant. Section 51 states in part,

(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.

[Emphasis added.]

Therefore, I find the Tenant is entitled to **\$1,250.00**, comprised of two months of rent and the \$50.00 filing fee for the Application.

I grant the Tenant a monetary order under section 67, and this order may be enforced in the Provincial Court of British Columbia.

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 29, 2010.

Dispute Resolution Officer