

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking a monetary order for compensation under the Act or tenancy agreement.

At the outset of the hearing the Landlord's daughter appeared and explained the Landlord was not feeling well and he had requested an adjournment. She provided no other evidence about the Landlord's condition. She refused to act on his behalf as she explained she had no knowledge of the matter, and she left the hearing. I note the Landlord had provided no documentary evidence for the hearing.

The Tenants would not agree to an adjournment as they both had taken time off work and had waited over five months for the hearing. I find the Landlord has neglected to provide evidence regarding the issues and had an opportunity to have someone represent him at the hearing, but chose not to do so. Therefore, based on the above and on the rules of procedure, I determined that an adjournment would not be appropriate in this circumstance and the hearing continued.

The Tenants gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to 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

Are the Tenants entitled to monetary compensation under the Act?

### Background and Evidence

This tenancy began in April of 2006, with the Tenants paying \$600.00 per month for the length of the tenancy. When the Tenants moved into the property the landlord was a development company (the "Company Landlord").

The Tenants provided affirmed evidence, in the form of a sworn affidavit, that they put in a great deal of time cleaning and repairing the rental unit at the outset of the tenancy. The Tenants work on the rental unit property continued throughout the tenancy. For example, at one point the Company Landlord abated the rent of the Tenants in exchange for them keeping a watch over an adjacent property. During the term of the tenancy, the Tenants did much of the work on the property themselves, and were reimbursed by the Company Landlord.

In July of 2009, a realtor informed the Tenants that the property was going up for sale. The Tenants initially believed that this realtor was representing the Company Landlord, however, they learned much later that the realtor was actually representing the current Landlord, as named in the Tenants' Application (the "Landlord").

The realtor informed the Tenants that the Landlord purchaser was interested in continuing their tenancy, although not at the rate of \$600.00 per month. The realtor informed the Tenants that the Landlord wanted \$800.00 per month. The Tenants would not agree to this and they informed the Landlord that they knew their rights under the Act and the Landlord could not unilaterally change the tenancy agreement.

The Company Landlord then issued the Tenants a two month Notice to End Tenancy, indicating in the Notice that the purchaser (Landlord) had requested in writing to the seller (Company Landlord) that the purchaser or a close family member of the purchaser intends in good faith to occupy the rental unit. In evidence the Tenants submitted an addendum to the contract of purchase and sale indicating the Landlord had made the above request in writing.

The Tenants vacated the rental unit under the two month Notice on October 31, 2009.

Later, in November of 2009, the Tenants went to the rental unit to see if some important mail had been accidentally sent to their old address. A man answered the door and identified himself. He was not a close family member of the Landlord, although the Tenants knew him and identified him to be an employee of the Company Landlord.

The Tenants claim under section 51 of the Act for compensation in the amount of \$1,432.97 comprised of two months rent, moving related expenses and the filing fee for the Application, as the Landlord has not used the rental unit as was stated in the Notice to End Tenancy.

### Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Landlord has breached section 49 of the Act by failing to accomplish the stated purpose or use the rental unit for the stated purpose after the effective date of the Notice.

I find that the Landlord acted in bad faith by ending this tenancy.

I find that under section 51 of the Act, the Landlord must pay the Tenants an amount that is the equivalent to double the monthly rent payable under the tenancy agreement.

I dismiss the portion of the Tenants' claim for moving and related expenses, as the Tenants had insufficient evidence, such as receipts, to support these claims.

Therefore, I find the Tenants have established a total monetary claim of **\$1,250.00**, comprised of two months of rent of \$600.00, and the \$50.00 filing fee for the Application. I grant them an order under section 67 for this amount, and the order may be enforced in the Provincial Court.

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: May 26, 2010.

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Dispute Resolution Officer