



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking monetary compensation under the Act and tenancy agreement.

The Tenant appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Tenant testified he served the Landlord with his Application and the Notice of this Hearing by registered mail sent on February 16, 2010, and deemed served five days later under the Act. Despite this the Landlord did not appear at the hearing. I find the Landlord has been served in accordance with the Act.

Issues(s) to be Decided

Is the Tenant entitled to monetary compensation from the Landlord?

Background and Evidence

The Tenant is applying for two different claims in this matter.

The first claim is a simple request for a monetary order arising from a Decision made when the parties were involved in a prior hearing (the "First Hearing").

In the First Hearing the Tenant had applied to cancel a two month Notice to End Tenancy issued by the Landlord to the Tenant. The Landlord had issued the Notice as he wanted to do renovations on the rental unit and required vacant possession for this. While the Tenant's Application to cancel the Notice was unsuccessful as he was already vacating the unit at the time of the First Hearing, the Dispute Resolution Officer ordered the Landlord to pay the Tenant one month of compensation as is required under section 51(1) of the Act, when a Tenant is given this type of Notice. However, as the Tenant did not apply for a monetary order, the Dispute Resolution Officer did not issue a monetary order to the Tenant. The Tenant argued the Landlord has refused to pay this amount and the Tenant does not have an order he can enforce against the Landlord.

The second claim of the Tenant is under a similar portion of section 51, in regard to the Notice to End Tenancy ruled on in the First Hearing. Section 51(2)(a) holds that if the Landlord does not take the steps to accomplish the stated purpose for ending the tenancy within a reasonable time after the effective date of the notice, or, under section 51(2)(b), if the Landlord does not use the rental unit for the stated purpose for a period of six months, then the Tenant is entitled to the equivalent of double the amount of rent for one month.

The tenancy ended on December 1, 2009. The Tenant argued the Landlord had done some minor renovations to the rental unit and re-rented the unit in February of 2010. He argued the Landlord had not taken the six months to do the renovations.

Analysis

Based on the foregoing, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Tenant is entitled to a monetary order in the amount of **\$650.00**. I grant and issue the Tenant an order in those terms, and the Tenant must serve the Landlord with a copy of this order. This order is enforceable in the Provincial Court, Small Claims Division.

However, I dismiss the second claim of the Tenant. The Landlord did take the steps to do the renovations which he stated was his purpose in ending the tenancy and therefore, section 51(2)(a) does not apply to these circumstances.

Section 51(2)(b) applies to circumstances such as when the Landlord, or a prospective purchaser, take possession of the property to occupy it themselves or to convert the property to another use, for example. These steps must be for a period of at least six months. This does not apply to circumstances where a renovation has occurred, and therefore, I dismiss this portion of the Tenant's claim.

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 10, 2010.

Dispute Resolution Officer