



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement, an Order for the landlord to comply with the *Act* and to recover the cost of the filing fee.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on April 12, 2010. Mail receipt numbers were provided in the tenants' documentary evidence. The landlord was deemed to be served the hearing documents on April 17, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenants appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for loss or damage?

- Is the tenant entitled to an Order for the landlord to comply with the Act?

Background and Evidence

This month to month tenancy started on May 01, 2008. Rent for this unit was \$1,500.00 per month and was due on the first of each month. The tenants paid a security deposit of \$750.00 which has been returned by the landlord.

The tenant testifies that the landlord served them with a Two Month Notice to End Tenancy on January 31, 2010. The reason given on this Notice is that the rental unit will be occupied by the landlord or the landlords spouse or a close family member of the landlord or the landlords' spouse. The tenant claims the landlord also told him verbally that he and his family were going to move back into the building.

The tenant testifies that the landlord did not use the property for its intended purpose and around April 01, 2010 the property was demolished by the landlord. The tenant has provided photographic evidence of the demolished building.

The tenant seeks double his monthly rent in compensation for this Notice as the landlord did not uphold the reasons given on the Notice and did not move into the property after the tenancy ended. The tenant also seeks to recover his filing fee paid for this application.

The tenant has also applied for an Order for the landlord to comply with the Act and states this is in relation to the reason given on the Notice and the fact that the landlord has not complied with the *Act* with regard to the reason given on the Notice.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of the tenant. Section 51 of the *Act* states that if a landlord does not take steps to accomplish the stated purpose for ending the tenancy under s. 49 of the *Act* within a reasonable period after the effective date of the notice or the rental unit is not used for that stated purpose for at least 6 months the landlord must pay the tenant an amount that is equivalent to double the monthly rent payable under the tenancy agreement.

The landlord has not appeared at the hearing to offer any evidence to dispute the tenants' claims and the tenant has provided sufficient evidence to support his claim that the property was not used for the reason given on the landlords notice and was in fact demolished shortly after the tenants vacated the property.

I further find that pursuant to s. 51 of the *Act* that the tenant is entitled to compensation to an amount that is equivalent to double the monthly rent payable under the tenancy agreement. If damage or loss results from a party not complying with the *Act*, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party pursuant to s. 67 of the *Act*. As such I find the tenants are entitled to a Monetary Order to the amount of **\$3,000.00**. As the tenant has been successful in this matter, he is also entitled to recover the **\$50.00** filing fee paid for this application from the landlord pursuant to section 72(1) of the *Act*.

No further Orders will be issued concerning the tenants application for an Order for the landlord to comply with the *Act* as the tenancy has ended and the matter has been dealt with under section 51 of the *Act*.



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Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$3,050.00**. The order must be served on the respondents and is enforceable through the Provincial Court as an order of that 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: August 10, 2010.

Dispute Resolution Officer