



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

MNDC

### Introduction

This hearing was convened to address the Tenants' application for a monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to compensation pursuant to section 51(2) of the *Act* because steps were not 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 the rental unit was not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice.

### Background and Evidence

The Tenant and the Landlord agree that this tenancy began on September 20, 2009 and that it ended on March 31, 2010; and that rent was \$800.00 per month plus utilities.

The Tenant and the Landlord agree that the Landlord personally served the Tenant with a Two Month Notice to End Tenancy, pursuant to section 49 of the *Act*, on, or about, January 31, 2010. The Notice indicated that the Landlord or a close family member of the Landlord intends in good faith to occupy the rental unit. The Notice indicated that the Tenants must vacate the rental unit by March 31, 2010. A copy of the Notice to End Tenancy was submitted in evidence.

The male Agent for the Landlord stated that the Landlord did move into the rental unit sometime during the latter portion of April of 2010; that the Landlord subsequently learned that his brother wished to live with him; that the rental unit was too small for the

Landlord's family and his brother; that the Landlord vacated the rental unit in the middle of June of 2010; and that the rental unit was rented to persons not related to the Landlord on July 01, 2010. The Tenant did not dispute any of this testimony.

### Analysis

The undisputed evidence is that the Tenants were paying monthly rent of \$800.00 during the latter portion of this tenancy; that the Tenants were served with a Two Month Notice to End Tenancy, pursuant to section 49 of the *Act*, that required them to vacate the rental unit on March 31, 2010; that the Notice to End Tenancy declared that the Landlord or a close family member of the Landlord intended, in good faith, to occupy the rental unit; that the Tenants did vacate the rental unit by March 31, 2010; that the Landlord moved into the rental unit in April of 2010; that the Landlord moved out of the rental unit in June of 2010; and that the rental unit was rented to non family members on July 01, 2010.

Section 51(2)(a) of the *Act* stipulates that if steps were not 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 the rental unit was 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 must pay the Tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement. As I have found that the Landlord or a close family member of the Landlord has not occupied the rental unit for a period of at least six months, I find that the Landlord must pay the Tenants \$1,600.00, which is the equivalent of double the monthly rent.

### Conclusion

I find that the Tenants have established a monetary claim of \$1,600.00 pursuant to section 51(2)(a) of the *Act*. Based on these determinations I grant the Tenants a monetary Order in the amount of \$1,600.00. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of the 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: September 14, 2010.

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Dispute Resolution Officer