

DECISION

Dispute Codes: MNDC, OLOC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for loss under the *Act* and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue(s) to be Decided

Is the tenant entitled to compensation and if so in what amount?

Background and Evidence

The tenancy ended on January 16, 2010 after the tenant was served a two month notice to end tenancy for landlord's use of property. The reason for the notice was that the rental unit was sold and that the purchaser had asked the landlord in writing to serve the tenant with a notice to end tenancy because the purchaser intended to occupy the rental unit. The effective date of the notice was February 28, 2010.

The new (current) landlord stated that because of the age and condition of the home, he decided to demolish the property and build a single family home. Upon application for the appropriate permits, the landlord was informed that due to the Olympics, there would be a delay of approximately four months. The landlord stated that he approached the tenant and requested that she continue the tenancy for another four months and the tenant informed him that she had already found a place to move to and would be moving out prior to the effective date of the notice to end tenancy.

The tenant denied having been asked to extend the tenancy and stated due to the Olympics, it was difficult to find a place for March 01 and therefore she entered into an agreement which involved her ending the tenancy prior to the end date on the notice.

The landlord stated that he went for a month without rent and advertised for a temporary tenant to help him pay his mortgage until the demolition work started. He found a tenant for a fixed term of three months with a provision to move out at the end of the tenancy. After the temporary tenant moved out, the landlord sold the unit.

Analysis

Pursuant to Section 51 of the *Residential Tenancy Act*, a tenant who receives a notice to end tenancy under Section 49 which is for landlord's use of property and the rental unit is not used for the stated purpose for at least six 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.

In this case, the tenant received the notice to end tenancy for landlord's use of property under Section 49. The notice indicated that the landlord intended in good faith to occupy the rental unit. Based on the testimony of both parties, I find that the landlord did not intend to move in but intended to demolish the property and build a single family home for himself. Since the unit was not used for the stated purpose, I find that the landlord must pay the tenant \$2,600.00 which is the equivalent of double the monthly rent. Since the tenant has proven her case, she is also entitled to the filing fee of \$50.00

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$2,650.00**. This order may be filed in the Small Claims Court and enforced 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: October 05, 2010.

Dispute Resolution Officer