



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened in response to an Application filed by the tenant seeking a monetary order as compensation for damage or loss.

Both parties appeared and gave evidence under oath.

Issues(s) to be Decided

Whether the tenant is entitled to the order sought.

Background and Evidence

The tenant testified that she moved out of the rental unit after being given a 2 month Notice to End Tenancy by the landlord. The Notice, submitted in evidence, is dated September 28, 2009 with an effective date of December 1, 2009. The landlord issued the Notice stating that "The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant". The tenant testified that during the course of the tenancy the landlord would not fix the roof that was leaking severely and this meant that the tenants were required to move out. The tenant testified that she did not dispute the 2 month Notice to End Tenancy. The tenant says she set out to find a new place however it was a difficult task to find something at a reasonable cost and there are not many rental units in that area. In the meantime her roommate passed away and the tenant says she was forced to rent another home and pay rent of \$550.00 on her own as opposed to the

\$300.00 rent she paid in this rental unit – that being one half of the monthly \$600.00 rent she shared with her roommate.

The landlord testified that the tenant was given plenty of notice to move out. The landlord testified that he has been unable to begin demolishing the rental unit or performing the renovations for which he issued the 2 month Notice to End Tenancy. The landlord testified that because the tenant simply walked away from the rental unit leaving all of her goods behind. The landlord testified that he was not aware of the provisions in the Residential Tenancy Act that outline how to deal with abandoned goods. The landlord testified that he spoke with the tenant last week and she gave him permission to clean out the rental unit and dispose of her goods which he has now done.

Analysis

At the hearing of this matter the tenant advanced arguments that she was entitled to compensation from the landlord because she suffered hardships following the end of this tenancy. The tenant testified that she was forced to pay higher rent because of the eviction and due to the loss of her roommate. However, although giving the 2 month Notice and the loss of the roommate did put the tenant in a difficult position, a landlord is able, under the Act, to issue a 2 month Notice for landlord's use. Therefore the arguments advanced by the tenant at the hearing would not result in compensation and the claim would be dismissed. However, the tenant's written submission contained in her Application, which was served on the landlord, show the tenant was making a claim for \$1,200.00 because, in part, "...the house is vacant with no occupants asking for 2x rent". There are provisions under the Act for compensation to be paid when it can be shown that a landlord did not take the steps to accomplish the stated purpose for ending the tenancy.

At the hearing the landlord confirmed that he issued the 2 month Section 49 Notice stating that he wished to end the tenancy because he had all the necessary permits and

approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant. However, as of the date of this hearing (almost a year after the tenancy ended) the rental unit remains vacant and no renovations or demolition has taken place. The landlord argued that he has not undertaken the work because the tenant had not removed her goods. In fact, the landlord said, the goods were only removed a week before the hearing.

The Act has provisions for dealing with abandoned goods. The landlord testified that he was not aware of those provisions. However, a person who is in the business of being a landlord should familiarize himself with the Act. I therefore find it insufficient for the landlord to argue that he did not commence the renovations and/or demolition because the tenant's goods remained in the property. The evidence shows that the landlord has not taken steps to accomplish that for which he ended this tenancy and, in these instances, the Act says:

Tenant's compensation: section 49 notice

51 (1) A tenant who receives a notice to end a tenancy under section 49 *[landlord's use of property]* is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

(2) In addition to the amount payable under subsection (1), if

(a) **steps have not been 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**

(b) the rental unit is 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, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

(emphasis added)

Based on Section 51(2)(a) I find that the tenant is entitled to a monetary award amounting to two times the monthly rent of \$600.00 for a total of \$1,200.00 as requested in the Application for Dispute Resolution.

Conclusion

The tenant is provided with a formal copy of a monetary order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia – Small Claims Division.