

DECISION

Dispute Codes MNDC, FF

Introduction

This is an application by the Tenant for a monetary order for compensation under the Act. This claim is from a 2 month notice to end tenancy for Landlord's use of property. Both parties attended by conference call and gave affirmed testimony.

Issues(s) to be Decided

Did the Landlord fail to occupy the rental unit upon giving the Tenant 2 months notice to end tenancy for Landlord's use?

Background and Evidence

The hearing documents were served by registered mail on August 30, 2010. I am satisfied that the hearing documents were properly served as provided in the Tenant's proof of service submitted into evidence.

The Tenant was given a 2 month notice to end tenancy on January 19, 2010. I note that the notice gives a move out date of January 19, 2010, but both parties agreed during the hearing that the notice was effective at the end of March 2010. The Tenant moved out at this time in good faith. The Tenant states that the Landlord does not currently live at the rental unit and that new renters occupy the unit. The Landlord confirms this, but states that circumstances were beyond their control. The Landlord has stated that renovations were started at the end of the Tenancy and upon completion the Landlords were to occupy it. The Landlord explains that her father purchased a new condo in New Westminster during this time as a wedding gift for them to reside. The rental unit was to be sold to an uncle who decided not to purchase the unit. The unit was then re-rented to new Tenants.

Analysis

I am satisfied that the Landlord did not make use of the rental unit as provided in their 2 month notice to end tenancy as stated in the Tenant's and Landlord's evidence during the hearing. Section 51 of the Act, states that, if 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.

I find that the Landlord has contravened the Act and make a monetary order double the monthly rent equalling, \$1,400.00. As the Tenant has been successful in their application, I find that he is entitled to the recovery of the \$50.00 filing fee.

I grant the Tenant an order under section 67 for the balance of \$1,450.00.

This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$1,450.00.

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: November 01, 2010.

Dispute Resolution Officer