



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

This hearing was conducted via teleconference and was attended by one of the tenants and the landlord's agent.

### Issues(s) to be Decided

The issue to be decided is whether the tenants are entitled to a monetary order for compensation resulting from the landlord's use of the property after ending the tenancy for a specific purpose and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 51, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy began in December 2004 as a month to month tenancy for a rental amount at the end of the tenancy of \$1045.25 due on the 1<sup>st</sup> of the month. A security deposit was paid.

The tenants have submitted the following documentary evidence:

- A copy of a letter from the landlord to the tenants dated July 31, 2009 stating the landlord is required to demolish a unit above and beside the dispute address and in so doing the tenant's unit would be converted to the property workshop;
- A copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property dated July 31, 2009 with an effective vacancy date of September 30, 2009 citing the landlord has 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 and the landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property;
- A copy of a Notice of Rent Increase confirming the tenants were paying rent in the amount of \$1,045.25 at the time the tenancy ended; and
- 6 photographs taken of the residential property taken in May 2010.

The landlord has submitted the following documents:

- A copy of a Request for Capital Expenditure Purchase Order dated September 30, 2010 with an expected completion date of October 30, 2009;
- A copy of the landlord's selected contractor's quote for work;
- A copy of the landlord's "tenant inquiry" for the period October 26, 2009 to December 2, 2009 stating the unit was occupied by the contractor;
- A copy of the landlord's "tenant inquiry" for the period November 25, 2009 to May 12, 2010 stating the unit was occupied by the another tenant;
- A copy of the landlord's "tenant inquiry" for the period June 1, 2010 to August 4, 2010 stating the unit was occupied by the another tenant;

The landlord confirmed in her testimony that the rental unit had been re-carpeted and had new appliances installed but no structural work was completed after the tenancy ended.

The landlord also testified that the unit had been used by the contractors hired by the landlord to store the supplies they needed for the other renovations to the complex and as a temporary accommodation for the out-of-province workers that were hired to complete the construction work.

Since that work was completed in May 2010 the unit has utilized by another contractor doing some work for the landlord unrelated to the original contractor's work. The landlord also testified that once these contractors vacate the rental unit it will be rented on the open market again.

### Analysis

Section 49 of the *Act* stipulates a landlord may end a tenancy if the landlord has all the necessary permits and approvals required by law, and intends in good faith to, among other things, renovate or repair the rental unit in a manner that requires the rental unit to be vacant and to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.

Section 51 states that should the landlord fail to use the rental unit for the stated purpose for at least 6 months or taken steps to accomplish that stated purpose the tenant is entitled to compensation in the amount that is equivalent to double the amount of the rent payable under the tenancy agreement.

Based on the landlord's testimony, I find the landlord did not complete renovations or repairs that required vacant possession of the rental unit. I also find the by using the rental unit for temporary lodging for contracted workers is not compliant with converting the rental unit for use by a caretaker, manager or superintendent of the residential property.

Conclusion

Based on the above, I find that the tenants are entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$2,190.50** comprised of \$2,140.50 compensation and the \$50.00 fee paid by the tenants for this application. This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) 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: November 05, 2010.

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Dispute Resolution Officer