



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC & FF

### Introduction

This hearing dealt with the tenant's application seeking compensation pursuant to section 51 of the *Act* on the basis that the landlord did not use the rental unit for the stated purpose in the 2 month Notice to End Tenancy for Landlord's Use of the Rental Property.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

### Issues(s) to be Decided

Did the landlord use the rental unit within a reasonable period of time for the stated purpose contained in the 2 month Notice to End Tenancy for Landlord's Use of the Rental Property?

### Background and Evidence

This tenancy began on November 1, 2003 and ended effective May 31, 2010 after the tenant complied with a 2 month Notice to End Tenancy for Landlord's Use of the Rental Property pursuant to section 49 of the *Act*. On the 2 month Notice to End Tenancy the landlord stated that the rental unit would be occupied by the landlord or a close family member of the landlord.

The tenant provided evidence that on June 1, 2010 the rental unit was listed for sale in the local paper. The tenant also provided a copy of the Multiple Listing Service listing for the rental unit showing that it was vacant and listed on June 1, 2010. The tenant also provided another newspaper advertisement demonstrating that the rental unit had been sold dated July 16, 2010.

The landlord stated that she had the right to renovate and then sell her property. The landlord did not provide an explanation as to why renovations or sale of the rental unit were not provided as the reason for ending the tenancy pursuant to section 49 of the *Act*.

### Analysis

Section 51(2) of the *Act* provides that if steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable amount of time after the effective date of the notice and the rental unit has not been used for that stated purpose, then the landlord must pay the tenant double the amount of the monthly rent under the tenancy agreement.

The tenant has provided unequivocal and sound evidence that the landlord did not use the rental unit for the stated purpose but in fact immediately listed the rental unit and sold it after the effective date of the notice.

I am satisfied that the landlord breached section 49 of the *Act* and pursuant to section 51(2) of the *Act* I order the landlord to pay the tenant double her monthly rent in compensation for this breach. I also grant the tenant's request to recover the \$50.00 filing fee paid for this application from the landlord.

### Conclusion

The tenant's application is granted as I have determined that the landlord breach section 49 of the *Act* and did not use the rental unit for the stated reason given in the 2 month Notice to End Tenancy for landlord's Use of the Rental Property. As a result, the tenant is entitled to compensation equivalent to double her monthly rent of \$900.00.

I find that the tenant has established a monetary claim due to breach of the *Act* by the landlord for the sum of **\$1,850.00**. This Order must be served on the landlord. This Order may be filed with the Province of British Columbia 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: November 10, 2010.

---

Dispute Resolution Officer