



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

MNDC, FF

### **Introduction**

This is the Tenant's application for compensation in the amount of double the monthly rent and for moving expenses, and to recover the cost of the application from the Landlord.

Both parties gave affirmed testimony at the Hearing.

The Tenant served the Landlord with the Notice of Hearing documents by registered mail, sent September 8, 2010. The Tenant did not provide the Landlord with copies of his evidence package until December 23, 2010, via fax. The Landlord testified that he did not receive the Tenants evidence until December 27, 2010. The Landlord did not provide the Tenant with copies of his evidence package.

Documentary evidence must be provided to the Residential Tenancy Branch and to the other party as soon as possible, but at least 5 clear business days before the date of the Hearing. Therefore, neither parties' evidence packages were considered at the Hearing, and the parties gave oral affirmed testimony with respect to the facts.

### **Issue(s) to be Decided**

Is the Tenant entitled to compensation pursuant to the provisions of Section 51(2) of the Act?

### **Background and Evidence**

This tenancy started in August of 1999 and ended on April 1, 2010, as a result of a 2 month Notice to End Tenancy issued for Landlord's Use. Monthly rent was \$940.00.

The Landlord testified that he had to do extensive cleaning of the rental unit at the end of the tenancy and so he could not move into the rental unit until July 1, 2010. The Landlord testified that he moved out of the rental unit at the end of August, 2010 and re-rented it for September 1, 2010.



# Dispute Resolution Services

Page: 2

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## Analysis

Section 51(2)(b) of the Act provides that a landlord **must** use the rental unit for the stated reason on the Notice to End Tenancy for a period of at least **6 months**, or pay the tenant compensation in the equivalent of two month's rent.

In this case, the Landlord only lived in the rental unit for a period of 2 months. Therefore, pursuant to the provisions of the Act, the Landlord must pay the Tenant the equivalent of two month's rent in compensation.

I dismiss the Tenant's application for moving expenses, as the compensation awarded is intended, in part, to cover these expenses.

The Tenant has been largely successful in his application and is entitled to recover the cost of the filing fee from the Landlord.

I hereby provide the Tenant with a monetary award, calculated as follows:

Double the monthly rent (\$940.00 x 2)	\$1,880.00
Recovery of filing fee	<u>\$50.00</u>
TOTAL	\$1,930.00

## Conclusion

I hereby provide the Tenant a Monetary Order in the amount of \$1,930.00 against the Landlord. This order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (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: January 04, 2011.

---