



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes:** MNDC and FF

### Introduction

This application was brought by the tenants seeking a Monetary Order in the equivalent of two month's rent on the grounds that the landlord did not use the rental unit for the purposes stated on a two-month Notice to End Tenancy for landlord use.

As a matter of note, while the application was initially made in the name of the male tenant, the rental agreement named two co-tenants. With the consent of both applicant and respondent, I have amended the application to include the names of both co-tenants.

### Issue(s) to be Decided

Did the landlord take reasonable steps to accomplish the stated purpose within a reasonable time after the end of the tenancy? Did the landlord use the rental unit for the stated purpose for a period of six months?

### Background and Evidence

The tenancy in question began on December 1, 2008 and ended on June 30, 2010 under two Notices to End Tenancy for landlord use under section 49 of the Act. Rent was \$1,750 per month and the landlord held a security deposit of \$875.

The first notice dated March 31, 2010 stated that the landlord intended to move into the rental unit. After receiving a report from the property manager indicating the property was in dire need of repairs, the landlord issued a second notice on April 17, 2010 with the stated purpose of renovation.

The landlord gave evidence that he had, in fact, moved in and conducted repairs while living in the rental unit. The property subsequently sold with a closing date of September 19, 2010.

### **Consent Agreement**

During the hearing, the parties agreed to settle the matter by way of the landlord making payment of \$1,800 to the tenants, the equivalent of one month's rent plus the filing fee for this proceeding.

### **Conclusion**

To perfect the consent agreement crafted by the parties, the tenants' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$1,800.00 for service on the landlord.

April 4, 2011