



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the Act, served personally by the Tenant. The Landlord confirmed receipt of the hearing and documents and the Tenant's evidence.

The parties appeared at the teleconference hearing, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issue(s) to be Decided

1. Is the Landlord following through with the reasons why the Tenant was issued a 2 Month Notice to End Tenancy?

### Background and Evidence

I heard undisputed testimony that the parties entered into a month to month tenancy that began on May 1, 2008. Rent was payable on the first of each month in the amount of \$425.00 and the Tenant had paid \$212.50 as a security deposit. The Tenant was served a 2 Month Notice to end Tenancy because the Landlord had all the required permits to renovate the rental unit and required vacant possession. The Tenant vacated the unit on July 31, 2010 and was returned his security deposit and partial rent for being issued the Notice.

The Tenant testified that he has applied for compensation equal to two month's rent because the Landlord has not completed the reasons for evicting him and seven months have passed.

The Landlord testified that the Tenant was the final tenant to vacate the building and the building has remained vacant since July 31, 2010. The Landlord holds all the permits required to completely renovate the entire sixty year old building which consists of ten separate units; however the work has been slow as they can only do work as the owners provide money to put towards the renovation project. Although the work is slow it is still ongoing. She confirms that no one has resided in the building since the Tenant left.

The Tenant confirmed that the building has been locked up since he moved out however he has knowledge that the Landlord has a workshop in the basement so they have their tools there and are working when the owner gives them money. He stated he is aware that no one has lived in his rental unit or any of the other units since he moved. He is concerned because the Landlord offered other tenants a place to live but told him there was no space for him to move too.

### Analysis

Section 51 (2) of the Act provides that in addition to the amount payable under subsection (1), if (a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or (b) 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.

The evidence supports the rental building has remained empty, with no tenants, as the Landlord proceeds with renovations in the building. I accept the Landlord's testimony that the renovations are going slow however they are still ongoing. Therefore I find the Landlord has and continues to take the required steps to accomplish the stated purpose for ending the Tenant's tenancy and that is to renovate the building in a manner that requires vacant possession.

Based on the aforementioned I find there to be insufficient evidence to support the Tenant's application and it is hereby dismissed, without leave to reapply.

Conclusion

I HEREBY DISMISS the Tenant's application, without leave to reapply.

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: June 08, 2011.

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Residential Tenancy Branch