



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order. The tenant testified that on January 18, 2011, he served the application for dispute resolution and notice of hearing to the landlord's wife in the presence of the landlord's mother. I found under section 71(2)(c) that the documents had been sufficiently served for the purposes of the Act and the hearing proceeded in the landlord's absence.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The tenant testified that he vacated the rental unit on July 31, 2010 pursuant to a notice to end tenancy given under section 49(3) of the Act, that the landlord or a close family member intended in good faith to occupy the rental unit. The tenant testified that he observed a woman living in the rental unit who was of a different ethnicity than the landlord. The tenant produced a witness who testified that he had a conversation with the woman who currently lives in the rental unit and stated that she had told him that she was renting the unit from the landlord. The tenant seeks compensation under section 51(2) of the Act for \$1,100.00, which is equivalent to double the monthly rent he was paying during her tenancy and further seeks to recover the \$50.00 filing fee paid to bring his application.

### Analysis

Section 51(2) of the Act provides as follows:

51(2) In addition to the amount payable under subsection (1), if

- 51(2)(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
- 51(2)(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.

Based on the tenant's undisputed testimony, I find that the landlord failed to use the rental unit for the purpose stated in the notice to end tenancy. I find that the landlord is liable under section 52(2) to pay the tenant \$1,100.00, which is double the \$550.00 per month rent the tenant paid during the tenancy. I award the tenant \$1,100.00.

The tenant is also entitled to recover the \$50.00 filing fee paid to bring his application.

### Conclusion

I grant the tenant an order under section 67 for \$1,150.00. This order may be filed in the Small Claims Division of the Provincial 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: June 06, 2011

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Residential Tenancy Branch