



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking monetary compensation under the Act or tenancy agreement, and to recover the filing fee for the Application.

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.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Are the Tenants entitled to monetary compensation from the Landlord?

### Background and Evidence

The parties entered into a written tenancy agreement which began on June 15, 2010. The monthly rent was set at \$1,300.00, payable on the first day of the month.

On or about April 11, 2011, the Landlord served the Tenants with a two month Notice to End Tenancy, indicating on the notice form that the Landlord intended on occupying the rental unit.

The Tenants gave the Landlord a 10 day Notice to End Tenancy pursuant to section 50 of the Act, and vacated the rental unit on May 31, 2011.

The Landlord testified that due to stress in his marriage he had to move into the rental unit. He testified that he moved into the rental unit for the last two weeks of June 2011, and then stayed in the rental unit until the end of July 2011.

The Landlord testified he had new renters move in for August of 2011.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find the Landlord has breached section 51 of the Act.

Section 51(2) reads,

(2) 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. [Emphasis added.]**

Under section 51, the Landlord was required to use the rental unit for the stated purpose for at least six months beginning within a reasonable time of the effective date of the two month Notice to End Tenancy. Here the Landlord only lived in the rental unit for approximately six to seven weeks.

Therefore, I find the Landlord must pay the Tenants the equivalent of two months rent, in the amount of \$2,600.00. I also find the Landlord must pay the Tenants \$50.00 for the cost of the filing fee for the Application.

I grant and issue the Tenants a monetary order in the amount of **\$2,650.00**. This order must be served on the Landlord, and may be enforced in provincial Court.

This decision is final and binding on the parties, except as otherwise provided under the Act and 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 07, 2011.

---

Residential Tenancy Branch