



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MNDC, FF

### Introduction

This hearing was convened in response to an application filed by the tenant who is seeking a monetary order for compensation for damage and/or loss and recovery of the filing fee paid for this application.

Both parties attended the hearing and gave evidence under oath.

### Issue(s) to be Decided

Is the tenant entitled to the compensation sought?

### Background and Evidence

On February 23, 2010 the landlord issued a 2 month Notice to End Tenancy for landlord's use of property stated that the landlord "...has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant". A list of tasks to be performed was attached to the Notice.

The tenant applied to cancel the Notice and a hearing was held on April 20, 2011 at the hearing the tenant agreed to vacate the rental unit as of April 31, 2010 and the landlord agreed to refund the tenant's April rent.

The tenant says she now believes the Notice was not issued in good faith and that the renovations the landlord did were not such that it was necessary for her to vacate the rental unit. The tenant says she believed the landlord was removing concrete and renovation the foundation of the single family home but this was not the case. The tenant says she could have lived in the rental unit while the renovations were taking place. The tenant says she lived in the rental unit for 14 years during which time no work was performed. The tenant says she believes the only reason the landlord wanted her out was in order to rent it out to someone else at a higher amount. The tenant says

that she knows the rental unit has been re-rented for a sum 30% higher than what she paid.

The tenant refers to Section 51 of the *Residential Tenancy Act*:

**Tenant's compensation: section 49 notice**

**51** (1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

(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.

The landlord says the rental unit underwent all of the repairs and renovations set out on the list provided with the Notice to End Tenancy. The landlord says the renovations were extensive and vacant possession was required.

Analysis

When a tenant is served with a Notice to End Tenancy for Landlord's use a tenant has 15 days within which to dispute the Notice if the tenant believes he/she has cause. In this case the tenant did dispute the notice but, at the hearing of the matter, she withdrew her dispute and agreed to vacate and an Order of Possession was issued based on that agreement. The tenant decided to withdraw her dispute. She cannot now reinstate her option to dispute.

In any event, the tenant has provided insufficient evidence to show that the steps for which the notice had been issued had not been taken. In fact the landlord has given

testimony that the renovations have taken place. The tenant's application is therefore dismissed.

As the tenant has been unsuccessful in her claim I make no award for recovery of the filing fee.

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: November 14, 2011.

---

Residential Tenancy Branch