



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the tenants for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the filing fee from the landlord for the cost of this application.

The landlord and both tenants attended the conference call hearing and provided affirmed testimony. The tenants also provided an evidence package to the Residential Tenancy Branch and to the landlord in advance of the hearing. All evidence and testimony provided have been reviewed and are considered in this Decision.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The parties agree that this fixed term tenancy commenced on December 15, 2009 and expired in November, 2010 and then reverted to a month to month tenancy. The tenancy ultimately ended on March 31, 2011. Rent in the amount of \$1,850.00 per month was payable in advance on the last day of the previous month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$925.00 which was returned in full to the tenants after the tenancy ended.

The tenants testified that the landlord had served the tenants with a 2 Month Notice to End Tenancy for Landlord's Use of Property, which contained an effective date of vacancy of March 31, 2011. The tenants also agree that the landlord provided the tenants with the compensation of the equivalent of one month's rent required under the *Residential Tenancy Act* by not charging any rent for the last month of the tenancy. The reason for ending the tenancy was that the landlord's son was moving into the rental

unit, but the landlord's son did not move into the rental unit and the landlord has rented the unit to someone else.

The landlord testified that the sequence of events described by the tenants is correct. The landlord's son was going to move into the rental unit, but could not find a roommate, and therefore was not able to secure the rental unit as living accommodation for himself.

Analysis

The *Residential Tenancy Act* states that if a landlord intends in good faith to use a rental unit for the landlord's purposes, including for accommodation for a close family member, and then the landlord does not in use the rental unit for the purpose described in the 2 Month Notice to End Tenancy, the landlord must pay the tenants double the amount of the rent.

In this case, the tenants have testified that the landlord did not use the rental unit for the purposes described in the 2 Month Notice to End Tenancy for Landlord's Use of Property, and the landlord did not dispute that testimony. The landlord testified that the landlord's son had intended to move into the rental unit, but did not maintain any residence at the rental unit. Therefore, the tenants are entitled to a monetary order in the amount of double the monthly rent.

The tenants are also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,750.00. This order is final and binding on the parties and may be enforced.

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 22, 2011.

Residential Tenancy Branch