



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, FF

Introduction

This hearing concerned the tenant's application for a monetary order for damage or loss under the Act, Regulation or tenancy agreement, and recovery of the filing fee. Both parties participated or were represented in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began on January 1, 2011. Monthly rent was \$1,500.00 and the security deposit was \$750.00.

Pursuant to section 49 of the Act which addresses **Landlord's notice: landlord's use of property**, the landlords served the tenant with a 2 month notice to end tenancy. A copy of the notice was submitted in evidence. While the notice is not dated, a manual notation by the tenant which appears at the bottom of the notice confirms that she received it on June 15, 2011. The date shown on the notice by when the tenant must vacate the unit is July 30, 2011. The tenant testified that she vacated the unit on July 2, 2011, and that the disposition of the security deposit was resolved between the parties at around that same time. The reason shown on the notice for its issuance is:

The landlord has all the 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.

During the hearing, agents for the landlords described a variety of reasons leading to a change in the landlords' plans. In short, ultimately the unit was not demolished and repairs, the sort that would require the unit to be vacant, did not take place. Further, the landlords' intentions are presently to re-rent the unit.

Analysis

Section 51 of the Act addresses **Tenant's compensation: section 49 notice**, in part:

51(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.

Based on the documentary evidence and the affirmed testimony of the parties, I find that "steps have not been taken to accomplish the stated purpose for ending the tenancy....within a reasonable period after the effective date of the notice." Accordingly, I find that the tenant has established entitlement to a monetary order for compensation in the total amount of \$3,050.00, calculated on the basis of double the monthly rent of \$3,000.00 (2 x \$1,500.00) plus the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the tenant in the amount of \$3,050.00. Should it be necessary, this order may be served on the landlords, filed in the Small Claims 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: February 14, 2012.

Residential Tenancy Branch