



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$7,500.00

Background and Evidence

The applicant testified that:

- On June 30, 2010 he was personally served with a two month Notice to End Tenancy for landlord use which stated that the rental unit will be occupied by the landlord or the landlord spouse or close family member.
- The landlord did not comply with the reasons given for ending the tenancy as the rental unit was empty for a period of time and then a person moved in who is not a close family member.
- As a result of the eviction they now have to pay higher rent as they were unable to find a place for the same amount of rent.
- They also now have to pay utilities, where utilities were included previously.
- They also have to pay for storage because their new place is too small for all their belongings.

He is therefore requesting compensation as follows;

| | |
|--|------------|
| The equivalent of two months' rent compensation as Required by the Residential Tenancy Act | \$2000.00 |
| Additional rent/utilities/storage costs | \$5,500.00 |
| Total | \$7,500.00 |

The respondent testified that:

- The owners gave notice to end this tenancy because they fully intended to have their daughter move into the rental unit.
- When the daughter viewed the place after the tenants moved out she decided the unit was not in acceptable condition and chose not to move in.
- The rental unit therefore remained empty for approximately 5 months during which time the landlords did some minor repairs to bring the unit back to normal condition.
- The rental unit was not re-rented until February 2011 and therefore this has cost the landlords a substantial amount of lost rental income, approximately \$5,000.00.

The landlords therefore believe that this application should be dismissed and has no merit.

Analysis

Section 51(2)(b) of the Residential Tenancy Act states:

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

(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 stated purpose for ending this tenancy was that the rental unit will be occupied by the landlord, or the landlords spouse, or a close family member (in this case the landlord's daughter), however that never happened.

Therefore the rental unit was not used for the stated purpose for a lease six months and in fact it was eventually rented out to someone who is not related to the landlord.

The landlords claim that they fully intended to have their daughter move into the rental unit however she chose not to, however the landlords should have consulted with their daughter prior to giving the Notice to End Tenancy to see whether or not this rental unit was suitable for her needs.

Therefore it is my finding that the landlords must pay the tenant the equivalent of double the monthly rent.

The monthly rent was \$1000.00 per month and therefore the landlord's must pay double that.

I will not allow the remainder of the tenants claim however because the compensation required under the Act is the equivalent of two months' rent and does not contemplate any further compensation.

Conclusion

I have issued an order for the respondents to pay \$2000.00 to the applicant.

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: April 17, 2012.

Residential Tenancy Branch