



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by one of the tenants and one of the landlords.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for monies and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 49, 51, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began on July 1, 2006 as a 1 year fixed term tenancy that converted to a month to month tenancy on July 1, 2007 for a monthly rent at the end of the tenancy of \$1,335.00 due on the 1st of each month with a security deposit of \$625.00 paid.

The parties also agree the tenancy ended based on the landlord's issuance of a 2 Month Notice to End Tenancy for Landlords Use issued to the tenants on October 25, 2011 with an effective vacancy date of December 31, 2011 citing the rental unit would be occupied by the landlord; the landlord's spouse; or a close family member of the landlord or the landlord's spouse. The parties also agree the entire security deposit was returned to the tenants after they had vacated the rental unit.

The landlord testified that the rental unit had been listed for sale at the beginning of October 2011 and that because of the condition of the rental unit they did not feel they could sell the property unless they ended the tenancy and prepared the property for sale.

The landlord's agent (a local realty company) issued the tenant the above noted 2 Month Notice. The landlord testified that she then proceeded to clean and paint the property and because her home is in another community either she stayed in the unit or

she stayed with friends while doing this work. The landlord testified the property was sold before she completed the painting.

Analysis

Section 49 of the *Act* allows a landlord to end a tenancy if, among other reasons, a landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

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

Section 51(2) states that in addition to the amount noted in Section 51(1) if 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 must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

From the landlord's testimony I find the landlords did not occupy the rental unit at any time after the effective date of the notice and could not do so for a period of 6 months as the property has since been sold. For these reasons, I find the tenant is entitled to the compensation outlined in Section 51(2).

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$2,720.00** comprised of \$2,670.00 compensation and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlords. If the landlords fail to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be 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: May 18, 2012.

Residential Tenancy Branch