



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 in response to an application by the tenant for a Monetary Order pursuant to Section 51(2) of the *Residential Tenancy Act* (the Act), and recover the filing fee.

Both parties attended the hearing and each acknowledged receiving the evidence of the other. The parties gave testimony and were provided the opportunity to make relevant submissions. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

This tenancy started June 15, 2012 and ended December 10, 2012. The rent payable under the tenancy agreement was \$925.00 per month. The undisputed evidence in this matter is that the tenancy ended in accordance with the provisions of a 2 Month Notice to End Tenancy for Landlord's Use of Property (the Notice) dated November 30, 2012 for the purpose of renovating or repairing the rental unit. The tenant elected to end the tenancy under the provisions of Section 50 of the Act, December 10, 2012, and was provided the requisite compensation by the landlord under Section 51(1).

The landlord testified that because of personal reasons they did not take steps to accomplish the stated purpose for ending the tenancy: the landlord did not renovate or repair the rental unit. Soon after the tenant vacated the unit was advertised for rent. On January 15, 2013 the landlord successfully re-rented the unit as an ongoing and current tenancy.

Analysis

The tenant claims compensation under Section 51(2) of the Act which provides as follows:

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

51(2)(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

51(2)(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.

I find the evidence in this matter is that the landlord entered into an ongoing tenancy on January 15, 2013. I find the landlord has not taken steps to renovate or repair the unit within a reasonable period after the effective date of the Notice. As a result, I find the tenant has established an entitlement under Section 51(2) of the Act in the prescribed amount equivalent of double the monthly rent payable under the tenancy agreement of \$925.00. Therefore, I grant the tenant double this amount in the aggregate of \$1850.00. As the tenant was successful in their claim they are entitled to recover their filing fee of \$50.00, for a sum award of **\$1900.00**, without leave to reapply.

Conclusion

I grant the tenant an Order under Section 67 of the Act for the amount of **\$1900.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 28, 2013

Residential Tenancy Branch

