



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The tenants apply for monetary compensation equivalent to double the monthly rent from the landlord. The landlord did not attend the hearing. I find the landlord was properly served with the tenants' application by way of registered mail, and with the tenants' evidence personally.

Issues to Be Decided

Are the tenants entitled to the claimed compensation?

Background and Evidence

This tenancy began August 1, 2012. Monthly rent was \$1,150.00. The written tenancy agreement was prepared on a standard form (#RTB-1 (2011/03) and stated the tenancy was for a fixed length of time of 6 months, ending on January 31, 2013. The boxes that deal with whether the tenancy would continue as a month to month tenancy after the fixed term, or whether the tenancy ends and the tenants must move out, were not completed, but were left blank. There was a handwritten note in the agreement that stated "The Landlord will decide to either continue the tenancy or end as of January 31, 2013."

On December 30, 2012, the landlord gave a letter to the tenants, which stated he would not be renewing the lease after January 31, 2013, and requested that the tenants vacate by then. In discussion on that date, the landlord indicated a family member would be moving in. Subsequently, on January 12, 2013, the landlord served the tenants with a 2 month notice, effective to end the tenancy March 31, 2013, and which stated the rental unit would be occupied by the landlord or a close family member. The tenants paid no rent for February, but remained in possession. The tenants found new housing, and verbally advised the landlord that they would move out February 16, 2013. When they moved out on that date, the landlord returned their security deposit, and also paid them one half month's rent. Within about a week, the landlord obtained a permit from the City of Surrey to demolish the home, and some time prior to April 15, 2013, the home was demolished.

Analysis

As indicated in Policy Guideline #30, a tenancy agreement must state the date a fixed term tenancy ends, and specify whether the tenancy may continue as a periodic tenancy or for another fixed term after that date, or whether the tenant must vacate the rental unit on that date. If the parties do not agree that the tenant must vacate the rental unit at the end of the fixed term, and if the parties do not enter into a new tenancy agreement, the tenancy continues as a month to month tenancy.

In this case, the failure to specify in the agreement whether or not the tenants must vacate at the end of the fixed term, the fact the tenants continued to reside into February, and the fact the landlord issued a 2 month notice to end the tenancy, all satisfy me that after January 31, 2013, the tenancy became a month to month tenancy.

When a 2 month notice is given for landlord use of the premises, section 51(2)(b) of the Residential Tenancy Act entitles the tenants to compensation equal to double the monthly rent, if the rental unit is not used for the stated purpose for at least 6 months, beginning within a reasonable period after the effective date of the notice.

In this case the stated purpose was that the landlord or a close family member would occupy the premises. In fact the premises were demolished within a short period.

The provisions of Section 51 require that the landlord must pay the tenants an amount that is equivalent to double the monthly rent. In this case that sum equals \$2,300.00. I find under the facts of this case, that this sum must be paid to the tenants. I further award the tenants recovery of their \$50.00 filing fee.

Conclusion

The landlords must pay the sum of \$2,350.00 to the tenants.

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 16, 2013

Residential Tenancy Branch

