



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 pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on October 15, 2011 and ended on October 15, 2012. Rent of \$1,150.00 was payable monthly.

The Tenant states that in June 2012 the Landlord served her with a two month notice to end tenancy for the landlord’s use (the “Notice”) The Tenant states that although the effective date of the Notice was originally August 31, 2012 the Landlord amended this date to September 15, 2012. The Tenant states that she does not believe that the Landlord had a good faith intention to move into the unit at the time of giving her the Notice as the Landlord variably told her at that time that he would be renovating and

that his wife and parents would be coming to live with him at the unit. The Tenant states that she believes that the Landlord has and is renovating the unit in order to sell or rent the unit. The Tenant states that her belief is also based on:

- the real estate mail addressed to the Landlord and received at her unit;
- that they were not getting along at the time of the Notice;
- that despite the carpet being torn and stained at move-in and her offer to pay for half the cost of its replacement the Landlord refused to replace the carpet;
- that the unit still does not appear to be lived in as the lights are on all night and no signs of habitation can be seen through the windows at night; and
- that the Landlord rented out his own adjoining suite in April 2013 after having received the Tenants application and evidence package.

Through written submissions and oral statements at the hearing the Landlord states the following:

- that he served the Notice because he planned to get married and have both his wife and parents live in the two bedroom unit with him own unit was only a one bedroom; .
- that he got married locally in November 2012 to a woman who at the time was working in another country;
- that his wife will be joining him again in September 2013;
- that he expects his parents to move from his country of origin to live with them as well in September 2013;
- That the start of renovations were delayed by the Tenant's late move-out date, his extended trip overseas with his wife following his marriage, and financial restraints;
- That renovations to the exterior of the unit have yet to be completed but the interior is completed and he moved into the unit in April 2013;
- That he rented his own unit to a student; and
- that he also has tenants in a unit below who could attest to his residence at the unit.

The Landlord provided copies of his marriage certificate and travel documents to support his oral evidence.

Analysis

Section 51 of the Act provides that 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, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement. Although the Tenant does not believe the Landlord has or will move into the unit, I accept the undisputed evidence of the Landlord that he became married. This fact supports the Landlord's evidence that the renovations have been made to prepare the unit for his family to move into. I find the circumstances of the renovations to be reasonable and accept that the Landlord now lives in the unit. I find therefore that the Tenant has not substantiated on a balance of probabilities that the unit was not used for the stated purpose of the Notice and I dismiss the Tenant's application.

Conclusion

The Tenant's application is dismissed. 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: June 28, 2013

Residential Tenancy Branch

