



Dispute Resolution Services

Page: 1

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 for loss - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant states that the application for dispute resolution and notice of hearing was sent to each Landlord by registered mail. The Tenant states that the registered mail package for the male Landlord was refused and the registered mail package for the female Landlord was not claimed and was returned. Accepting this evidence, I find that the Tenant has served the application for dispute resolution and notice of hearing in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing. The Tenant was 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 amount claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on November 2009 and ended on March 30, 2013. Rent of \$1,400.00 was payable monthly. The Landlord returned the security deposit in full to the Tenants.

The rental unit had been listed for sale in June 2012 until February 2013 but did not sell. The Landlord then gave the Tenants a two month notice to end tenancy for landlord's use (the "Notice") and told the Tenants that the unit would no longer be sold as their son would be moving into the unit. The for sale sign came off the property and no showing occurred from that point to the end of the tenancy however the Landlord started renovations on the unit and two weeks after the end of the tenancy the for sale sign was back up. The Tenant made the observations of the renovations and the for sale sign as the neighbours by the unit are friends of the Tenants and the Tenant also works in the same area so has reason to pass by the unit. On June 4, 2013, the Tenant printed out the listing of the unit and notes the same real estate agent that listed the unit in 2012. The Tenant claims double the rent paid in the amount of \$2,800.00.

Analysis

Section 51 of the Act provides that where a landlord ends a tenancy for landlord's use of property and the rental unit is not used for the purpose stated on the notice for at least 6 months beginning within a reasonable period after the effective date of the notice, the landlord must pay the tenant double the monthly rent payable under the tenancy agreement. Based on the Tenant's undisputed evidence I find that the Landlord failed to use the unit for the purpose stated on the Notice and that the Tenants are therefore entitled to \$2,800.00. The Tenant is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$2,850.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$2,850.00**. If necessary, this order may be filed in the Small Claims Court and 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: September 10, 2013

Residential Tenancy Branch

