



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE TOWERS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for loss under the *Act* and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue(s) to be Decided

Is the tenant entitled to compensation and the return of the filing fee?

Background and Evidence

The tenancy started on November 01, 2012 for a fixed term of one year. The monthly rent was \$1,067.00 payable on the first of each month. The tenancy ended on June 01, 2013 after the tenant was served a two month notice to end tenancy for landlord's use of property. The reason for the notice was that the landlord intended to convert the rental unit for use by a caretaker or manager of the residential property.

The tenant stated that the availability of the unit was advertised on a popular website on June 08, 2013 and the advertisement was renewed on June 17, 2013. The tenant provided copies of the advertisements. The tenant also made enquiries regarding the rental unit and was informed by text message that it was rented. The tenant provided a copy of the text message from the manager dated June 26, 2013.

The manager stated that the notice to end tenancy was served to the tenant by the previous manager. Prior to taking over the job as manager, he informed the property owners that he had no intention of living on site. The manager also agreed that a new tenant moved in on July 01, 2013.

Analysis

Pursuant to Section 51 of the *Residential Tenancy Act*, a tenant who receives a notice to end tenancy under Section 49 which is for landlord's use of property and the rental unit is not used for the stated purpose for at least six 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.

In this case, the tenant received the notice to end tenancy for landlord's use of property under Section 49. The notice indicated that the landlord intended in good faith to have the caretaker or manager occupy the rental unit. Based on the testimony of both parties, I find that the manager never did move in. The rental unit was advertised and rented to a new tenant one month after this tenant moved out.

Since the unit was not used for the stated purpose, I find that the landlord must pay the tenant \$2,134.00 which is the equivalent of double the monthly rent. Since the tenant has proven his case, he is also entitled to the filing fee of \$50.00.

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$2,184.00**. 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: October 31, 2013

Residential Tenancy Branch

