



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 608759 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and for recovery of the filing fee.

The tenant appeared; the corporate landlord and its owner did not appear.

The tenant testified that he served both listed landlords with the Application for Dispute Resolution and Notice of Hearing by registered mail on August 2, 2013. The tenant supplied testimony of the tracking numbers of the each of the registered mail envelopes and said the registered mail went to the office of the corporate landlord.

I find the landlords were served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the landlords' absence.

The tenant was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The tenant stated that the tenancy ended on June 17, 2013, when he vacated the rental unit and that monthly rent was \$500. The tenant said that he did not pay a security deposit.

The tenant's monetary claim is in the amount of \$1500.

The tenant's relevant documentary evidence included photographs of the rental unit meant to show that the home is abandoned, a copy of a 2 Month Notice to End Tenancy for Landlord's Use of the Property (the "Notice"), dated May 6, 2013, issued to the tenant on or about that date, listing an effective end of tenancy date of August 1, 2013, a copy of a letter from the tenant to the landlord, dated June 7, 2013, giving the landlord notice of the tenant's intent to vacate the rental unit on June 17, 2013, a letter from the tenant to the landlord requesting compensation equal to 1 month's rent, containing a forwarding address, and proof that the two letters were delivered to the landlord leaving it with an agent at the landlord's place of business.

The reason listed on the Notice stated that the landlord intended to convert the rental unit for use by a caretaker, manager, or superintendent of the residential property.

The tenant explained that he began the tenancy 2 ½ - 3 years ago, and that this landlord purchased the residential property this year.

The tenant submitted that although he received the landlord's Notice, the landlord failed to give the tenant compensation equal to a month's rent. In explanation, the tenant said he vacated the rental unit on June 17, 2013, paying the landlord a prorated portion of rent for that month.

Additionally, the tenant said that the landlord has not used the rental unit for its intended purpose, as the home is vacant and appears to be abandoned. As such, the tenant claims that he is entitled to compensation equal to two months' rent.

Analysis

Under section 51 of the Act, a tenant who receives from the landlord a notice to end the tenancy under section 49 of the Act, as is the case here when the landlord issued the tenant a notice that he was converting the rental unit for another use, is entitled to compensation equivalent to 1 month's rent.

I accept the undisputed evidence of the tenant that he did not receive this compensation after receiving the landlord's Notice, and therefore I find he is entitled to a monetary award of \$500.

Section 51 additionally provides that if steps have not been taken to accomplish the stated purpose for ending the tenancy listed in the Notice within a reasonable time after the effective date of the Notice, or if the rental unit is not being used for the stated purpose, the tenant is entitled to the equivalent of 2 months' rent under the tenancy agreement.

I accept the tenant's undisputed evidence that the landlord has not taken any steps to convert the residential property for use by a caretaker, and I therefore find the tenant is entitled to monetary award of two months' rent, or \$1000.

I grant the tenant recovery of the filing fee of \$50.

Due to the above, I find the tenant is entitled to a total monetary award of \$1550, comprised of compensation equivalent to 3 months' rent, or \$1500, and recovery of the filing fee of \$50.

Conclusion

The tenant's application for monetary compensation is granted.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$1550, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: October 25, 2013

Residential Tenancy Branch

