



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF, MNDC, MNSD

Introduction

There are applications filed by both parties. The Landlord seeks a monetary claim for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee. The Tenant seeks a monetary claim for money owed or compensation for damage or loss, for the return of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties attended the hearing by conference call and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?
Is the Tenant entitled to a monetary order?

Background and Evidence

This Tenancy began on March 1, 2008 as shown by the submitted copy of the signed tenancy agreement. The Tenancy ended on April 30, 2013. The monthly rent at the end of the tenancy was \$1,100.00 payable on the 1st of each month and a security deposit of \$500.00 was paid.

Both parties agreed that the Landlord served the Tenant a 2 month notice to end tenancy issued for Landlord's use of Property on February 27, 2013. Neither party submitted a copy of the notice dated February 27, 2013. Both parties agreed that the effective date of the notice was May 1, 2013 and that the reason for cause was:

-The Landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant.

The Tenant states that a telephone request search determined that the Landlord did not have any permits or approvals for the rental property. The Landlord has confirmed this in his direct testimony stating that no permits or approvals were required. The Landlord states that he renovated the basement by removing a wall and ceiling between a bedroom and an unfinished room, making it into a large den which then required new drywall installation, taping, sanding and painting. The Landlord also states that these major renovations required new kitchen cabinets, new kitchen appliances, replacement of the lino flooring and new light fixtures. The Landlord states that he performed this work himself which required approximately a 12 week period that could not allow for a Tenant to continue residing at the rental. Both parties confirmed that the Landlord had new tenants moved in on July 17, 2013. The Tenant states that the Landlord used the eviction as an excuse to evict his family and get a 36% rent increase from the \$1,100.00 rent to \$1,500.00.

Analysis

I accept the undisputed testimony of both parties and find that the Tenant has established a monetary claim for \$2,200.00 under section 49 (6) of the Residential Tenancy Act. It states,

(6) A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

(b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;

The Landlord confirmed in his direct testimony that no permits or approvals were obtained or required and that the Landlord re-rented the unit to new tenants on July 17, 2013 for a higher rent of \$1,500.00. The Tenant is also entitled to recovery of the \$50.00 filing fee. The Tenant has established a total monetary claim of \$2,250.00.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed that the Tenant will pay the Landlord, \$1,250.00 to resolve the Landlord's file 537343.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application (RTB#537343) for both parties.

Pursuant to Section 72, in offsetting the successful claims by both parties (Tenants successful claim, \$2,250.00 – Landlord's settlement claim, \$1,250.00 = \$1,000.00), I grant a monetary order under section 67 for the Tenant for \$1,000.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$1,000.00.

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: November 26, 2013

Residential Tenancy Branch

