



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNDC

### **Introduction**

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

### **Issue to be Decided**

Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy ended on April 01, 2013 after the tenant was served a two month notice to end tenancy for landlord's use of property. The monthly rent at the end of the tenancy was \$750.00.

The reason for the notice was that the landlord has all the 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 acknowledged that he had received compensation by way of one month of rent free stay and the return of double the security deposit, in September 2013, pursuant to his application for dispute resolution.

The female landlord stated that at the time the notice was given to the tenant, her husband had notified the tenant that he intended to sell the rental unit. The landlord did not dispute the fact that the rental unit was listed for sale in June 2013 and was sold one month later.

### **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 demolish or repair the rental unit. Based on the testimony of both parties, I find that the landlord intended to sell the rental unit at the time the landlord served the tenant with the notice to end tenancy for landlord's use of property.

Since the unit was not used for the stated purpose, I find that the landlord must pay the tenant \$1,500.00 which is the equivalent of double the monthly rent.

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$1,500.00**. 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: January 29, 2014

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Residential Tenancy Branch

