



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the respondents reside on December 13, 2013. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on January 1, 2009. The rent was \$1500 per month payable on first day of each month. The tenant(s) paid a security deposit of \$1650.

On February 26, 2013 the landlord served a 2 month Notice to End Tenancy on the tenant that stated that the rental unit will be occupied by the landlord or the landlord's spouse or a close family member.

The tenant testified the property was listed for sale on May 6, 2013 and was subsequently sold on in late May or early June. The tenant seeks a monetary order pursuant to section 51(2) of the Residential Tenancy Act for the equivalent of double the monthly rent under the tenancy agreement.

The landlord testified the Notice was given in good faith. However, the landlord discovered significant damage and there was a change in plans. The landlord provided evidence in the form of bills and receipts which, according to the landlord shows that he spent \$3700 in repairing damage done by the tenant's cat.

### Analysis

#### SECTION 51 OF THE RESIDENTIAL TENANCY ACT:

Section 51 of the Residential Tenancy Act provides as follows:

Tenant's compensation: section 49 notice

- 51 (2) In addition to the amount payable under subsection (1), if
- (a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or
  - (b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

### Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlords shall pay to the tenants the sum of \$1500.
- b. The parties request the arbitrator to issue a monetary order in this sum.

- c. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

**As a result of the settlement I ordered that the landlords pay to the tenant the sum of \$1500.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: February 04, 2014

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Residential Tenancy Branch

