



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

This is an application to cancel a Notice to End Tenancy that was given for landlord use, a request for a Monetary Order for \$2223.40, and a request for recovery of the \$50.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on November 25, 2013; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

The applicant had requested that Notice to End Tenancy be canceled, however she has vacated the residential unit and has withdrawn that portion of this application.

The remaining issue therefore is whether or not the applicant has established a Monetary Order in the amount of \$2223.40.

Background and Evidence

The applicant testified that:

- On September 16, 2013 the landlord personally served her with a two-month Notice to End Tenancy for landlord use.
- The reasons given for ending the tenancy were:
 - 1) The rental unit will be occupied by the landlord or the landlords spouse or a close family member of the landlord or the landlord spouse.
 - 2) Landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.
- After she had found a place to move to, she discovered that the landlord was advertising the rental unit for rent, and that there was already a caretaker's unit in the rental property.
- After she vacated, she personally witnessed new tenants moving into the rental unit.
- Therefore the landlord did not comply with the reasons that were given for ending the tenancy, and instead re-rented the unit.
- She is therefore asking for the compensation required under section 51 of the Residential Tenancy Act.

Analysis

Section 51(2) of the Residential Tenancy Act states:

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.

In this case it is my finding that the landlord, by re-renting the unit two new tenants, has failed to use the rental unit for the stated purpose, and therefore the landlord must pay the tenant an amount equivalent to double the monthly rent.

The monthly rent for this rental unit at the end of the tenancy was \$1111.70, and therefore the landlord must pay \$2223.40.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I have allowed the full amount claimed and I have issued a Monetary Order in the amount of \$2273.40.

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 15, 2014

Residential Tenancy Branch

