



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0906218 B.C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with the tenant's application for monetary compensation pursuant to section 51 of the Act. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenant rented a single-family dwelling with monthly rent of \$600.

On July 26, 2013 the landlord served the tenant with a two month notice to end tenancy for landlord's use. The notice indicated that the reason for ending the tenancy was that the landlord had all necessary permits to demolish the unit. The notice was effective September 30, 2013. The tenant applied to dispute the notice, and a hearing was convened on September 12, 2013 to determine the validity of the notice. In that hearing the landlord submitted that they had acquired the rental unit as collateral property, and they had always intended to demolish it. In the decision dated September 17, 2013 the notice was upheld, and the landlord was granted an order of possession.

### *Tenant's Claim*

The tenant stated that he viewed the rental unit on August 6, 2014 and it had not been demolished yet. The tenant submitted that nine months was not a reasonable amount of time, and under section 51 he is therefore entitled to compensation equivalent to two months of rent. The tenant submitted that the landlord's evidence has no dates on it.

### *Landlord's Response*

The landlord stated that they always intended to remove the house, and as soon as the tenant vacated they locked it up and no one could enter. The landlord stated that they never re-rented the unit. The landlord stated that they did not want to start the work in winter, and they began in February 2014. The landlord stated that spring was very wet and there were some other construction delays, but the house is now gone. In support of their evidence the landlord submitted photographs showing removal of interior fixtures, a waste bin full of materials removed from the property and demolition of the house.

### Analysis

Section 51(2) of the Act reads as follows:

(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.

Under section 51(2)(a), the term "a reasonable period" is not defined. In this case, I find that section 51(2)(b) does not apply, given that the stated purpose of the notice was not to "use" the rental unit but to demolish it. I accept the evidence of the landlord that their intention was always to demolish the unit, they did not re-rent the unit and they

demolished the unit as soon as was expedient. I therefore find that the tenant is not entitled to the compensation claimed.

As the tenant's application was not successful, he is not entitled to recovery of the \$50 filing fee for the cost of his application.

### Conclusion

The tenant's application is dismissed.

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: August 21, 2014

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Residential Tenancy Branch

