



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This was an application by the tenants for a monetary award, including compensation from the landlord equivalent to double the monthly rent payable under the tenancy agreement pursuant to section 51(2) of the *Residential Tenancy Act* (Act) and for recovery of his filing fee for this application. The hearing was conducted by conference call; the tenants called in and participated in the hearing. The landlords did not attend, although they were served with the application and Notice of Hearing by registered mail sent on June 26, 2014 to the address of the rental unit intended to be occupied by the landlords. When the application was mailed the landlords no longer resided at the address sated in the two month Notice to End Tenancy given to the tenants, however, they are the registered owners of the rental property. I find that the landlords have been properly served with notice of this proceeding.

Issue(s) to be Decided

Are the tenants entitled to compensation equivalent to two months' rent pursuant to section 51 of the *Residential Tenancy Act*?

Background and Evidence

The rental unit is a house in Richmond. The tenancy began on December 1, 2012 for a one year term and thereafter on a month to month basis. The monthly rent was \$1,800.00.

On December 30, 2013 the landlord served the tenants with a two month Notice to End Tenancy for landlord's use. The Notice to End Tenancy required the tenants to move out of the rental unit by April 30, 2014. The ground for the Notice was that the rental unit would be occupied by the landlord or the landlord's spouse or close family member

of the landlord. The landlord told the tenants that he needed to move back into the house for financial reasons due to the landlord's job loss. The tenants moved out of the rental unit pursuant to the Notice to End Tenancy, but after they moved out they discovered that the landlord did not move into the rental unit; instead the rental unit was being demolished. The tenants wrote to the landlord on May 26, 2014 to request compensation, but received no reply. The tenants submitted documents in support of their application, including a copy of records from the City of Richmond confirming that a demolition permit was issued on May 26, 2014 with respect to the rental property.

Analysis

Section 51(1) of the Act requires that a landlord who gives a notice under section 49, including the form of notice that is the subject of this application, must pay the tenant an amount equivalent to one month's rent. Section 51 (2) of the Act states 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.

The applicants seek payment of compensation in the amount of double the monthly rent under the tenancy agreement pursuant to the quoted section of the Act because the demolished the property which was not the stated purpose for ending the tenancy.

Upon the evidence before me it is my finding that the applicants are entitled to the compensation sought. The landlord gave notice that he intended to occupy the rental unit, but instead it has been demolished. The landlord gave the Notice on December 30, 2013 and the tenants moved out pursuant to the Notice to End Tenancy on April 30th, but the landlord did not live in the property before he obtained a permit to demolish the house. He did not have the demolition permit until May 26, 2014, after the tenancy ended. The Act provides that compensation is payable, regardless of intention if the rental unit is not used for the stated purpose for at least 6 months, beginning within a reasonable period after the effective date of the Notice. The rental unit has now been torn down. I find that the landlords must pay to the tenants an amount that is the

equivalent of double the monthly rent payable under the tenancy agreement. The monthly rent payable under the tenancy agreement was the sum of \$1,800.00 and amount awarded is therefore \$3,600.00.

Conclusion

I have granted the tenants' application. The tenants are entitled to recover the \$50.00 filing fee for this application for a total claim of \$3,650.00 and I grant the tenants an order under section 67 in the said amount. 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: November 12, 2014

Residential Tenancy Branch

