



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for money owed or compensation for damage or loss.

The tenant and landlord attended and thereafter both parties were provided the opportunity to present their evidence orally, respond to the other's submissions, and make submissions to me.

The tenant confirmed that he was not aware if he had supplied any documentary evidence, and as he was assisted in making his application.

I have reviewed all oral evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation?

Background and Evidence

The tenant stated, without dispute, that the tenancy began on July 9, 2011, ended on January 31, 2014, and that monthly rent was \$335.

The tenant's rental unit was one of a 14 unit building.

The tenant's monetary claim is in the amount of \$670, which is double the amount of his monthly rent.

In support of his application, the tenant stated that he received from the landlord a 2 Month Notice to End Tenancy for Landlord's Use of the Property (the "Notice") on November 28, 2013, for an effective move-out date of February 1, 2014. The reasons listed on the Notice stated that the landlord has all the necessary permits and approvals required by law, and intends in good faith, to demolish the rental unit or renovate or repair the rental unit in a manner that requires the rental unit to be vacant and that the landlord has all necessary permits and approvals required by law to convert the rental unit to a non-residential use.

The tenant submitted that he accepted the Notice and chose to vacate rental unit, which he did on January 31, 2014.

The tenant provided further testimony that accompanied with the Notice was a letter from the landlord explaining why the Notice was being issued to all the tenants in the building and that he had received compensation equivalent to one month's rent.

Despite receiving the Notice, the landlord has not renovated, repaired, demolished the rental unit nor has the rental unit been converted to a non-residential use, and therefore he was entitled to receive from the landlord compensation equivalent to two months' monthly rent, according to the tenant.

Landlord's response-

The landlord submitted that as the residential property was located along a public transit line and that property taxes had increased to such a degree due to that fact, he could no longer afford to house the 14 different tenants. In further explanation, the landlord submitted that he supplied the tenants with utilities and that the cost of their monthly rent did not cover his operating costs, especially in light of the fact a restaurant also located in the building closed.

The landlord submitted further that he had owned the building since the 1970's and that it was not his desire to force the tenants to vacate, but he had no choice due to financial and operational considerations.

The landlord submitted that he had received an offer from a business to lease the building, and gave the tenants in the residential property notice to leave. The landlord confirmed that he believed his architect at the time had been in contact with the city to acquire the permits, but discovered this had not been the case.

The landlord submitted further that dealing with the planning department for the city had been time consuming throughout the year and that three different permits were required, but believed all the necessary permits to renovate or convert the building for commercial use should be in place by the end of this year.

The landlord confirmed it would have been impossible to have the permits in place with the level of bureaucracy needed to acquire permits.

In response to my question, the landlord stated that he could not recall if he issued the tenant a 2 Month Notice, as it was over a year ago and he did not have the Notice in front of him. The landlord did, however, give evidence that the tenant was given compensation equivalent to one month's rent.

Analysis

In the case before me, I accept that the landlord issued the tenant a 2 Month Notice to End Tenancy for Landlord's Use of the Property, pursuant to section 49 of the Act, listing that he had all the necessary permits and approvals required by law, and intends in good faith, to demolish the rental unit or renovate or repair the rental unit in a manner that requires the rental unit to be vacant and that the landlord has all necessary permits and approvals required by law to convert the rental unit to a non-residential use.

In reaching this conclusion, the landlord spent a significant portion of the hearing defending and explaining why he had not secured permits from the city even as of the date of this hearing, which was due to bureaucratic entanglements and the time involved in securing permits from the planning department. The landlord submitted further the permits should be in place by the end of this year.

I further relied on the landlord's admission that he helped all the tenants to move and given them 1 month's rent compensation, as required by section 51(1) of the Act.

Section 51(2) provides that if the rental unit is not being used for the stated purpose, the landlord must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

Based upon the undisputed evidence, which included the landlord's confirmation, I find the landlord did not have all the necessary permits and approvals required by law, and intends in good faith, to demolish the rental unit or renovate or repair the rental unit in a manner that requires the rental unit to be vacant and that the landlord has all necessary permits and approvals required by law to convert the rental unit to a non-residential use.

I therefore find the tenant is entitled to monetary award of \$670, which is the equivalent of two months' rent under this tenancy agreement.

Conclusion

The tenant's application for monetary compensation is granted.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$670, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

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: December 17, 2014

Residential Tenancy Branch

