



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW HEARING DECISION**

Dispute Codes      OLC, O

### Introduction

This matter was originally heard before another Arbitrator whereby the tenants were successful in their application. The landlord filed for Review Consideration and was granted today's Review Hearing. The application by the tenants is 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. Both parties participated in the conference call. Both parties gave affirmed evidence.

### Issue(s) to be Decided

Should the original decision and order be confirmed, amended or set aside?

### Background and Evidence

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. At the outset of the tenancy the tenants provided a security deposit of \$900.00 which has been returned to them.

The tenants gave the following testimony:

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 because he lost his job. The tenants moved out of the rental but later discovered that the landlord did not move into the rental unit; instead the rental unit and house was being demolished. 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.

The landlord gave the following testimony:

The landlord stated that he didn't want to use the section of the notice that allows the landlord to end the tenancy for demolition as he had not yet obtained the permits and approvals at that time and did not wish to wait.

### Analysis

In the landlords own testimony he acknowledges and concedes he did not act in accordance with what the basis of the notice stated. The landlord was very clear that his intention the entire time was to demolish the house and live in the new home but did not wish to wait for the permit approval process to issue the Notice to End Tenancy.

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.

The landlord gave the Notice on December 30, 2013 and the tenants moved out pursuant to the Notice to End Tenancy on April 30<sup>th</sup>, 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. I am satisfied that the tenants are entitled to \$1800.00 x 2

months = \$3600.00 plus the recovery of the \$50.00 filing fee for a total award of \$3650.00.

Conclusion

The original decision and order dated November 12, 2014 are confirmed. They are of full effect and force.

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 06, 2015

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Residential Tenancy Branch

