



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, FF*

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for compensation for loss under the *Act* and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties filed evidence at the Residential Tenancy Branch Office but both parties denied receipt of evidence submitted by the other. Accordingly evidence filed by both parties was not used in the making of this decision.

### **Issues to be Decided**

Is the tenant entitled to compensation and to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on August 01, 2013 for a fixed term of two years. The monthly rent was \$1,200.00. The tenancy ended pursuant to a notice to end tenancy for landlord's use of property, dated July 08, 2014. The reason for the notice was, "The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse." The tenant moved out on September 01, 2014.

The tenant stated that a new tenant moved into the rental unit on October 01, 2014. The landlord agreed that shortly after the tenant moved out, the landlord started advertising the availability of the rental unit and found a tenant for October 01, 2014. The landlord stated that her son had planned to occupy the rental unit but because his employment arrangements changed he moved out of province. The landlord stated that she was forced to find a tenant to help her pay the mortgage.

The tenant seeks an amount equal to double the monthly rent as compensation from the landlord for not complying with the two month notice to end tenancy for landlord's use of property.

### **Analysis**

Pursuant to Section 51 of the *Residential Tenancy Act*, a tenant who receives a notice to end tenancy under Section 49 which is for landlord's use of property and the rental unit is not used for the stated purpose for at least six months beginning within a reasonable period after the effective date of the notice, the landlord must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

In this case, the tenant received the notice to end tenancy for landlord's use of property under Section 49, on July 08, 2014. The notice indicated that the landlord intended in good faith to occupy the rental unit. Based on the testimony of both parties, I find that the landlord did not intend to occupy the rental unit for the minimum requirement of six months. The actions of the landlord which include advertising the availability of the unit within two weeks after the tenant moved out indicate that she intended to re rent the unit. Since the unit was not used for the stated purpose for a period of at least six months, I find that the landlord must pay the tenant \$2,400.00 which is the equivalent of double the monthly rent. The tenant has proven her case and is entitled to the filing fee of \$50.

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of \$2,450.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$2,450.00**.

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: April 01, 2015

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Residential Tenancy Branch

