



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC; FF; O

Introduction

This is the Tenant's application for compensation for damage or loss under the Act, Regulation or tenancy agreement; to recover the cost of the filing fee from the Landlords; and for "other" orders.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that she mailed the Notice of Hearing documents and copies of her documentary evidence to each of the Landlords at the address provided on the tenancy agreement. The Tenant provided copies of the registered mail receipts and tracking numbers in evidence. The Tenant testified that the documents were returned to her.

I find that the Landlords were each duly served with the Notice of Hearing documents pursuant to the provisions of Section 89(1)(c) of the Act. Service in this manner is deemed to be effective 5 days after mailing the documents.

Preliminary Matters

The Tenant's Application for Dispute Resolution indicates that she is seeking "other" relief; however, she did not provide sufficient details in her Application with respect to what other relief she is seeking. When a party seeks "other" relief, the Application for Dispute Resolution requires the Applicant to provide details in the "Details of Dispute Resolution" section. No details were provided. Therefore this portion of the Tenant's application is dismissed.

Issues to be Decided

- Is the Tenant entitled to compensation under the provisions of Section 51(2) of the Act?

Background and Evidence

The Tenant gave the following testimony:

This tenancy began in August, 2013. Monthly rent was \$1,300.00, due on the first day of each month.

On August 1, 2014, the Tenant received a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice"), which she accepted. A copy of the Notice was provided in evidence. The Notice provided the following reason for ending the tenancy:

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 Notice gave an effective date for the end of the tenancy of September 30, 2014. The Tenant moved out one month early, pursuant to the provisions of Section 49 of the Act, and was provided with the legislated compensation pursuant to Section 59(1) of the Act. The Landlord returned the security deposit to the Tenant at the end of the tenancy.

The Tenant testified that, contrary to the Notice, the rental unit was put up for sale and was sold by November 30, 2014. The Tenant provided photocopies of photographs of the rental unit, with the "for sale" and "sold" sign.

The Tenant seeks compensation pursuant to the provisions of Section 51(2) of the Act.

Analysis

I accept the undisputed testimony of the Tenant in its entirety.

Section 51 of the Act provides:

Tenant's compensation: section 49 notice

51 (1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

(1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.

(1.2) If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.

- (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.

Based on the oral testimony and documentary evidence provided, I find that the Landlords did not use the rental unit for the purpose stated on the Notice and that the Tenant is entitled to compensation in the equivalent of double the monthly rent, **\$2,600.00.**

The Tenant has been successful in her Application and I find that she is entitled to recover the **\$50.00** filing fee from the Landlords.

Conclusion

I hereby provide the Tenant with a Monetary Order in the amount of \$2,650.00, for service upon the Landlords. This Order may be filed in the Provincial Court of British Columbia (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: May 28, 2015

Residential Tenancy Branch