



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 the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant; her two advocates; the landlord and his agent.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for money owed and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 49, 51, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began on April 1, 1976 for a monthly rent, at the end of the tenancy, of \$650.00 due on the 1st of each month.

The tenant submitted into evidence the following relevant documents:

- A copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property issued by the landlord on September 1, 2014 with an effective vacancy date of November 1, 2014 citing the landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant; and
- A copy of a newspaper advertisement from a local paper dated November 3, 2014 advertising the availability of the rental unit at \$1,200.00 per month,

The landlord's agent testified that the scope of work completed after the tenancy was ended was to replace the flooring and to paint the rental unit and replace some "random fixtures". The agent testified that there is still work to be completed but that they needed to have someone renting the place so they could have the income.

The agent acknowledges that there are currently tenants in the unit. He stated that the unit was vacant for 4 months. The agent also stated that more work needs to be completed such as updating the kitchen and bathrooms and that he (the agent) intends to move in to the rental unit in the fall of this year. The agent provided no testimony as to why the work completed required the unit to be vacant.

The tenant also testified that the landlord had changed all the flooring the year previously after a flood had occurred.

Analysis

Section 49 of the *Act* allows a landlord to end a tenancy if 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.

Section 51(2) states that in addition, if steps have not been taken to accomplish the stated purpose for ending the tenancy under Section 49 within a reasonable time after the effective date or 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 must pay the tenant an amount that is the equivalent of double the amount of rent payable under the tenancy agreement.

As the landlord issued a notice to end the tenancy pursuant to Section 49 for the express purpose of completing repairs to the rental unit that required the unit to be vacant the landlord was required to complete such repairs.

Based on the evidence and testimony before me I find that painting; replacing random fixtures and replacement flooring did not require the rental unit to be vacant. In addition, despite the landlord's agent claim that this work still needed to be done and the unit was vacant for 4 months I find it is unlikely that any of the work the landlord required to do required the unit to be vacant.

In addition, I find that by advertising the rental unit 4 days after the effective date of the Notice for a rent at almost twice as much as the tenant was paying the landlord's full intent was to end the tenancy so that he could get a hire rent from new tenants.

Conclusion

For the reasons noted above, I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,350.00** comprised of \$1,300.00 compensation owed and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: June 10, 2015

Residential Tenancy Branch

