



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 seeking a monetary order as compensation as per Section 51 of the Act. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about April 1, 2011 and ended on April 30, 2015. Rent in the amount of \$1100.00 is payable in advance on the first day of each month. The tenant stated that the landlord issued a Two Month Notice to End Tenancy for Landlords Use of Property in January 2015 as a family member of the landlords was going to move in. The tenant stated that they abided by the notice and moved out. The tenant stated that the home has not been occupied since she moved out. The tenant stated that the landlord issued the notice in bad faith and seeks the equivalent of two months compensation.

The landlord gave the following testimony:

The landlord stated that the suite required extensive renovations that it was not ready until June 2015. The landlord stated his daughter moved in after the renovations and moved out in August because she didn't like the neighborhood. The landlord stated that since he didn't sell or rent the house out he shouldn't have to pay. The landlord stated that there is nothing in the Act that allows the tenant to seek this compensation.

Analysis

Section 51 of the Act addresses the issue before me as follows:

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.
- (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.**

In the landlords own testimony he admitted that the unit was not used for the intended purpose for at least six months as required above. Based on the above and on the landlords own acknowledgment that he did not abide with the terms of the Notice as required, I find that the tenant has proven her claim and that she is entitled to \$2200.00.

The tenant is also entitled to the recovery of the filing fee of \$50.00.

As for the monetary order, I find that the tenant has established a claim for \$2250.00. I grant the tenant an order under section 67 for the balance due of \$2250.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for \$2250.00.

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: September 24, 2015

Residential Tenancy Branch

