



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNDC, O

### Introduction

This hearing dealt with the tenant's application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement. Although the tenant also checked the box stating that she was seeking other unspecified remedies in her application for dispute resolution, she did not provide any further explanation as to what these remedies entailed.

The landlord did not attend this hearing, although I waited until 1:19 p.m. in order to enable her to connect with this teleconference hearing scheduled for 1:00 p.m. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant testified that she handed the landlord a copy of her dispute resolution hearing package on May 1, 2015. She also said that she handed the landlord a copy of her written evidence. Based on this undisputed sworn testimony, I find that the tenant served these documents to the landlord in accordance with sections 88 and 89(1) of the *Act*.

### Issues(s) to be Decided

Is the tenant entitled to a monetary award pursuant to paragraph 51(2)(b) of the *Act* as a result of the landlord's failure to use the rental unit for the purpose stated on the 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) for at least six months beginning within a reasonable time of the end of the tenancy?

### Background and Evidence

The tenant testified that she moved into this rental unit in or about 2005. By the end of her tenancy, she was paying \$750.00 in monthly rent, payable in advance on the first of each month. Although the tenant paid a \$300.00 security deposit, the landlord returned that deposit to her shortly after the end of her tenancy.

On April 29, 2015, the landlord handed the tenant a 2 Month Notice seeking an end to this tenancy by June 30, 2015. The sole reason stated in the 2 Month Notice entered into written evidence by the tenant was as follows:

- *All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.*

The tenant testified that she ended her tenancy by June 30, 2015. She said that the landlord did not charge monthly rent for June 2015, a provision of section 51 (1) and 51(1.1) of the *Act*.

The tenant and her witness gave sworn testimony that the new purchaser of this property undertook immediate activity to renovate the rental unit so as to re-rent it for a higher amount. Both the tenant and her witness said that they have visited the rental unit several times to confirm that the new purchasers are not living there. The tenant's witness testified that she spoke with the new owner in September 2015, at which time the new owner told her that he had never asked for vacant possession of the rental unit as a condition of the sale and that his intention was to renovate and re-rent the premises from the outset. He said that he was expecting to have these renovations to both sides of this duplex completed in October or November, so as to enable new tenants to move into the rental units for \$950.00 in monthly rent for each unit.

At the hearing, the tenant clarified that the \$1,050.00 monetary award that she requested in her application for dispute resolution was intended to be a request for a monetary award of \$1,500.00, double the amount of her monthly rent at the end of this tenancy. I allowed the tenant to amend her application, as it was clear from the Details of the Dispute section of her application that she was seeking compensation of double her monthly rent due to the landlord's failure to end her tenancy on the basis of a valid request from the new purchaser for the reasons stated in the 2 Month Notice.

### Analysis

Section 51(2) of the *Act* reads in part as follows:

**51 (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 undisputed sworn testimony and written evidence of the tenant, supported by her witness, I find that this tenancy was not ended for the reason stated in the 2 Month Notice. There is no evidence that the new purchaser submitted a written request that the tenancy end so that the purchaser or a close family member needed to occupy the rental unit. Rather, the premises were renovated, and re-rented for either October or November 2015, for an increased monthly rent of \$950.00. The tenant and her witness entered undisputed oral testimony that the premises are either already occupied by new tenants or will be shortly, and that the new purchaser has never occupied the rental unit.

Based on a balance of probabilities and the undisputed evidence of the tenant and her witness, I find that the tenant has demonstrated that she is entitled to a monetary Order of double her monthly rent pursuant to section 51(2) of the *Act* because the landlord has not used the rental unit for the stated purpose in the landlord's 2 Month Notice. I therefore find that the tenant is entitled to the recovery of the equivalent of two month's rent. As the normal monthly rent was set at \$750.00, I find that the tenant is entitled to a monetary Order in the sum of \$1,500.00.

#### Conclusion

I issue a monetary Order in the tenant's favour in the amount of \$1,500.00. The tenant is provided with these Orders in the above terms and the landlord/Respondent must be served with this Order. Should the landlord/Respondent fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: October 05, 2015

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Residential Tenancy Branch

