



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Optimum Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's application for monetary compensation. The tenant and the landlord's agent participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's evidence. Both parties were given full opportunity to give affirmed testimony. I have reviewed all testimony. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenant applied for compensation equivalent to two months' rent, pursuant to section 51 of the Act. The monthly rent at the end of the tenancy was \$712.00.

The tenant stated that he had lived in the rental unit for 22 years. The tenant stated that in September 2014 he was given a notice to move out by December 1, 2014. The tenant stated that the notice indicated that the landlord wanted to move in to the rental unit. The tenant stated that after he vacated, no one lived in the rental unit until July 2015.

The landlord's agent stated that the owner did intend to move in to the rental unit, but when she did she found that the upstairs was very cold and needed insulation. After a couple of days the owner packed up everything and moved out of the house. Work was done on the unit from March to June or July 2015. At that time, the owner changed her mind and decided to put it on the market. The unit was sold in July 2015.

Analysis

Under section 51 of the Act, when a landlord serves a tenant with a notice to end tenancy for landlord use, if the landlord does not use the unit for the purpose indicated on the notice for at least six months beginning within a reasonable period after the effective date of the notice, then the landlord must pay the tenant compensation equivalent to two months' rent.

In this case, the landlord did not occupy the rental unit for at least six months within a reasonable time after December 1, 2014. The tenant is therefore entitled to compensation of \$1,424.00.

As the tenant's application was successful, he is also entitled to recovery of the \$50.00 filing fee for the cost

Conclusion

I grant the tenant monetary compensation as claimed.

I grant the tenant an order under section 67 for the balance of **\$1,474.00**. This order may be filed in the 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: October 30, 2015

Residential Tenancy Branch

