



# 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 for a monetary order for compensation for loss under the *Act* and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Is the tenant entitled to compensation and the return of the filing fee?

### **Background and Evidence**

The tenancy started in May 2014. The monthly rent was \$1,800.00 payable on the first of each month. The tenancy ended mid May 2015, after the tenant was served a two month notice to end tenancy for landlord's use of property. Neither party filed a copy of the notice to end tenancy.

Both parties agreed that the notice was dated April 07, 2015 and the reason for the notice was that the landlord or a close family member intended to occupy the rental unit.

The tenant stated that he received the one month of rent free stay in April 2015 and the landlord retained the security deposit towards rent for the first half of May 2015. The landlord stated that at the time the notice to end tenancy was served, he intended to move in, but due to the condition of the home and the high cost of renovating the house, he decided to demolish the house and build a new one for his use.

The landlord agreed that the house was demolished approximately one month after the tenant moved out and the construction of a new house began. The landlord stated that at the time of the hearing, the construction was still in progress and that he intended to move in upon completion.

### **Analysis**

Pursuant to Section 51 of the *Residential Tenancy Act*, a tenant who receives a notice to end tenancy under Section 49 which is for landlord's use of property and the rental unit is not used for the stated purpose for at least six 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 monthly rent payable under the tenancy agreement.

In this case, the tenant received the notice to end tenancy for landlord's use of property under Section 49. The notice indicated that the landlord or a close family member intended in good faith to occupy the rental unit. Based on the testimony of both parties, I find that the landlord or a close family member never did move in. The rental unit was demolished approximately one month after this tenant moved out.

Since the unit was not used for the stated purpose, I find that the landlord must pay the tenant \$3,600.00 which is the equivalent of double the monthly rent. Since the tenant has proven his case, he is also entitled to the filing fee of \$50.00.

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$3,650.00**. 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: December 09, 2015

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Residential Tenancy Branch

