



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for compensation under the Act.

The tenant attended the hearing. As the respondents did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were served in person, which was witnessed and videotaped on August 4, 2015.

I find that the respondents have been duly served in accordance with the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue to be Decided

Is the tenant entitled to compensation under the Act?

### Background and Evidence

The tenant was served with a two month notice to end tenancy for landlord's use of property (the "Notice") issued on March 25, 2014. The tenant accepted the notice and moved from the rental unit on June 1, 2014. Filed in evidence is a copy of the Notice.

The reason in the notice states:

"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 close family member intends in good faith to occupy the rental unit."

The tenant testified the purchaser did not use the unit for the intended purpose stated in the notice. The tenant stated that the premises was renovated and then rented at a substantially higher rent. The tenant stated that they spoke to the new renter on August 31, 2014. The tenant stated that their monthly rent was \$650.00 and seeks equivalent to double the monthly rent. Filed in evidence is a contract of purchase between the landlord and purchaser.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Tenant's compensation: section 49 notice

- 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.

[Emphasis added.]

I accept the tenant's unopposed evidence that the purchasers breached the Act, by not using the rental unit for the stated purpose in the Notice as required by the Act for at least 6 months. The evidence was that rental unit was rented for a substantial higher rent within 3 months of the tenancy ending.

Section 51(2)(b) provides that if a purchaser does not comply with section 51 of the Act the purchaser must pay the tenant the equivalent of double the monthly rent payable under the tenancy agreement. The legislation does not provide any flexibility on this issue.

Therefore, as I have found the purchasers have breached the Act, the tenant is entitled to compensation of double the monthly rent.

Conclusion

Having made the above findings, I must order, pursuant to section 51 and 67 of the Act, that the purchasers pay the tenant the sum of **\$1,300.00**, the equivalent of double the monthly rent (\$650.00).

The tenant is given a formal order in the above terms and the purchasers must be served with a copy of this order as soon as possible. Should the purchasers fail to comply with this order, the order may be filed in the small claims division of the Provincial 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: January 22, 2016

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Residential Tenancy Branch

