



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

At the outset of the hearing, each party confirmed that they had received the other party's evidence. However, the landlord stated that he did not receive the documents entitled "Dispute Resolution Process," which provide participants with information about the hearing process. I found that the landlord was not prejudiced by not receiving these pages, as he clearly understood the tenant's application and evidence. I therefore did not adjourn the hearing.

Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. 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 tenancy started on June 1, 2012, with monthly rent of \$550.00. On January 15, 2015 the landlord served the tenant with a notice to end tenancy for landlord's use. The notice indicated that the landlord intended to have a family member occupy the rental unit.

The tenant stated that she vacated on May 1, 2015. The tenant stated that about seven weeks later she noticed that the property was up for sale. The tenant has applied for compensation equivalent to two months' rent, pursuant to section 51 of the Act.

The landlord stated that they intended to move the female landlord's father into the basement suite; however, in the first week of May 2015 he decided not to move in because of a cancer diagnosis. The landlord subsequently decided to list the house for sale.

Analysis

Under section 51 of the Act, after a landlord has served a notice to end tenancy for landlord's use, if the landlord does not use the rental unit for the stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice, then 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 landlord indicated that a family member would occupy the suite; however, the family member did not move in and the landlord put the property up for sale. I therefore grant the tenant compensation equivalent to double the monthly rent of \$550.00, for a total of \$1,100.00.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1,100.00. 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: March 7, 2016

Residential Tenancy Branch