



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT SERVICES (BC) LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant, the landlord did not submit any documentation for this hearing. Both parties gave affirmed testimony.

Preliminary Issue

The tenants originally filed their application listing the agent as the landlord but both parties agree and consent to amend the application to reflect the actual owner of the unit as per Section 64(3) (c) of the Act.

Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

Background, Evidence

The tenants' testimony is as follows. The tenancy began on November 1, 2014 and ended on December 2, 2015. The tenants were obligated to pay \$1900.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$950.00 security deposit and a \$950.00 pet deposit, both of which have been returned to the tenants. The tenants stated that they received a 2 Month Notice to End Tenancy for Landlords Use of Property on October 13, 2015 with an effective date of December 31, 2015. The tenants stated that the notice was issued on the ground that:

- The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant.

The tenants stated that the landlord never provided copies of the permits or approvals despite their written request. The tenants stated that within two weeks of their moving out the unit was listed for sale with no renovations or repairs conducted on the unit.

The tenants stated that they are seeking compensation in the amount of two months' rent. The tenants stated that they are also seeking \$500.00 in cleaning costs, \$450.00 for moving costs along with the \$100.00 filing fee.

The landlord gave the following testimony. The landlord stated that he was fully intending on conducting the renovations and that the notice was issued in good faith. The landlord stated that by the time the tenants moved out he had received information from his realtor that it was a favourable time for him to sell the unit without having to do the renovations. The landlord stated that the unit was sold quickly without doing any renovations.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Moving and Cleaning Costs

The tenants did not provide any documentary evidence to support this claim. Based on the insufficient evidence before me, I dismiss this portion of their application.

Compensation per Section 51 of the Act.

Tenant's compensation: section 49 notice

51 (1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

(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.

The landlord acknowledged that he did not take steps to accomplish the stated purpose for ending the tenancy, accordingly; I find that the tenants are entitled to compensation under Section 51 of the Act, double the monthly rent = \$3800.00.

The tenants are also entitled the recovery of the \$100.00 filing fee.

Conclusion

The tenants established a claim for \$3900.00. I grant the tenants an order under section 67 for the balance due of \$3900.00. 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: August 29, 2016

Residential Tenancy Branch

