



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an a monetary order in the sum of \$3300 for the equivalent of 2 months rent under section 51(2) of the Residential Tenancy Act.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord on April 6, 2016.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on July 1, 2005. The tenancy ended on January 15, 2016. The rent at the time the tenancy ended was \$1685 per month payable on first day of each month. The tenant(s) paid a security deposit of \$750 at the start of the tenancy.

On November 30, 2015 the landlord gave the tenant 3 months notice by serving a 2 month Notice to End Tenancy that set the end of tenancy for February 29, 2016. The grounds for the Notice to End Tenancy are as follows:

- The landlord intends in good faith that the rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse

The tenant(s) vacated the rental unit on January 15, 2016.

The tenant has been compensated for the equivalent of one month rent under section 51(1). The tenant seeks compensation for the equivalent of 2 months rent under section 51(2) of the Act.

The tenant testified that the house has been vacant for approximately 6 months and since the end of tenancy date in the Notice and it remains vacant.

The landlord testified as follows:

- It was initially planned that the landlord's two sons would move into the rental unit.
- However, they received a quotation from a contractor who estimated it would cost \$95,000 to \$150,000 to renovate the house. The cost was much more than they anticipated.
- As a result the landlord has agreed to sell the rental property to her two sons who will then demolish the house and build a new house on it.
- The landlord did not produce a permit for the demolition. He testified he expects that he will have the permit from the City within 2 weeks.
- The landlord complained that the tenant trespassed on the property to take photographs.
- His neighbour asked that he know demolish the rental unit until he intends to rebuild as it would become a depository of garbage.

Section 51(2) of the Residential Tenancy Act provides 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.

Analysis:

After carefully considering all of the evidence I determined the Tenant is entitled to the equivalent of 2 months rent. The end of tenancy date was February 29, 2016. The landlord's adult children have not moved into the rental unit and they have no intention to do so. The explanation that the cost of renovations was much more than they had anticipated is not a defense to this claim. The landlord's agent testified they have now decided to demolish the rental unit and rebuild. There is another provision that deals with demolition and it requires that the landlord have all permits necessary for the demolition. I determined that steps have not been taken to accomplish the stated purpose (the landlord's family will occupy the rental unit). It has been approximately 6 months since the end of tenancy date. I determined a reasonable period of time after the effective date of the notice has passed.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$3300 which is the amount claimed in the Application for Dispute Resolution.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent 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: August 29, 2016

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Residential Tenancy Branch