



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, OLC, FF

### Introduction

This was a hearing with respect to the tenants' application for a monetary order. The hearing was conducted by conference call. The tenants called in and participated in the hearing. The landlords did not attend the hearing. The tenant testified that the landlords were served with the application and Notice of Hearing sent by registered mail on February 1, 2016. Based on the tenant's testimony I find that the landlords were properly served with the application, Notice of Hearing and tenants' documentary evidence.

### Issue(s) to be Decided

Are the tenants entitled to compensation pursuant to section 51 of the *Residential Tenancy Act* equivalent to two months' rent payable under the tenancy agreement?

### Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began in February 2007. The initial monthly rent was \$1,400.00. At the end of the tenancy the monthly rent was \$1,589.00.

On June 30, 2015 the tenants were served with a two month Notice to End Tenancy for landlord's use. The Notice to End Tenancy required the tenants to move out of the rental unit by September 1, 2015. The Notice to End Tenancy did not state a reason for ending the tenancy, but in a separate e-mail communication to the tenants the landlords said that they decided to proceed with their plans to renovate the rental unit and the adjacent unit to be combined into one unit for occupancy by the landlords.

The tenants moved out pursuant to the Notice to End Tenancy on August 31, 2015. The tenants testified that the landlords did not move in or renovate the two rental units; instead the rental unit was listed for sale. The tenants submitted copies of the real estate listing. The rental unit was listed and advertised as of September 8, 2015.

The tenants have applied to claim compensation equivalent to double the monthly rental pursuant to section 51 of the *Residential Tenancy Act*.

### Analysis

Section 51(1) of the Act requires that a landlord who gives a notice under section 49, including the form of notice that is the subject of this application, must pay the tenant an amount equivalent to one month's rent. Section 51 (2) of the Act states as follows:

- (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 applicants seek payment of compensation in the amount of double the monthly rent under the tenancy agreement pursuant to the quoted section of the Act because the landlord did not use the rental property for the stated purpose; instead the rental unit was listed for sale.

Upon the evidence before me it is my finding that the applicants are entitled to the compensation provided by section 51(2). The Act provides that compensation is payable, regardless of intention, if the rental unit is not used for the stated purpose for at least 6 months, beginning within a reasonable period after the effective date of the Notice. The landlord did not renovate or move into the rental unit; instead it was listed for sale. The tenants are also entitled to recover the \$100.00 filing fee paid for their application for a total claim of \$3,278.00 and I grant the tenants an order under section 67 in the said amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The tenants application has been allowed and a monetary order granted in the amount stated.

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: September 20, 2016

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Residential Tenancy Branch