



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC

### Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$2960.00 and requesting recovery of the filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

Both parties were affirmed.

### Issue(s) to be Decided

The issues are whether or not the landlords complied with the reasons given for ending the the tenancy for landlord use and whether or not the tenant has the right to an order for compensation equivalent of double the monthly rent.

### Background and Evidence

The applicant testified that on April 29, 2015 he was served with the two month Notice to End Tenancy for landlord use, and subsequently vacated on July 3, 2015 pursuant to that notice.

The applicant further testified that on October 15, 2015, he noticed that some renovations were being done on the rental property, and it appeared that no one was living in the rental unit.

The applicant further testified that on February 6, 2016 he found that the landlord had re-rented the unit to someone who was not a family member, at an increased rent.

The applicant further testified that he had been paying a monthly rent of \$1480.00 and therefore he believes that the landlord should be required to pay him double that amount, pursuant to section 51 of the Residential Tenancy Act, for failing to comply with the reasons given for ending the tenancy.

The landlords agent testified that the landlord and her husband fully intended to move into the rental unit when the Notice to End Tenancy was given to the tenant; however two weeks after the tenant vacated, her husband passed away, and therefore, not wanting to live alone, she decided not to move into the rental unit, and moved in with her son instead.

The landlords agent further testified that they did not rent the unit out right away however; they left it unrented until February 2016 while doing renovations on the unit, and then rented it to someone at a monthly rent of \$2200.00.

The landlord's agent therefore requests that the request for compensation be denied as the unit was going to be occupied by family members had one of the family members not passed away.

### Analysis

Section 51(2) of the Residential Tenancy Act states:

**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.

In this case the landlords notice stated that the landlord or family member would be moving into the rental unit, however this never occurred and therefore the rental unit

was not used for the stated purpose for at least a six-month period. Instead of having a family member move into the rental unit the landlords took this time to renovate the unit and then re-rent the unit and much higher rent.

There is nothing in the Residential Tenancy Act that looks at reasons why the unit was not used for the stated purpose, only if the unit was used for the stated purpose.

Therefore pursuant to section 51(2) the landlord **must** pay the tenant an amount that is equivalent to double the monthly rent payable under the tenancy agreement.

I therefore allow the tenant's monetary claim for an amount that is equivalent to double the \$1480.00 monthly rent, for a total of \$2960.00.

I also allow the tenants request for recovery of the \$100.00 filing fee.

### Conclusion

Pursuant to sections 49, 51, 67, and 72 of the Residential Tenancy Act I have issued a monetary order in the amount of \$3060.00.

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 26, 2016

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Residential Tenancy Branch