



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Urban Properties Ltd. & 1018382 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$2018.00 and requesting recovery of the \$100.00 filing fee.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on March 14, 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that the landlords served her with a two month Notice to End Tenancy stating that the landlord sons were going to move into the rental unit.

The applicant further testified that she filed a dispute of that notice, however the Notice to End Tenancy was upheld, at the hearing, and the landlords were issued an Order of Possession requiring her to vacate by October 31, 2015.

The applicant further testified that she vacated the rental unit on October 31, 2015 however the landlord's sons moved into the rental unit.

The applicant testified that she has spoken to other tenants in the rental property, and the informed her that the landlord's sons did not move into the rental unit.

The applicant also testified that she has a photograph of a courier notification that also shows that the landlord's sons did not move into the rental unit.

The applicant therefore stated that she is requesting an order for the landlord to pay her the equivalent of two times the monthly rent as required under the Residential Tenancy Act.

Analysis

Section 51(2) of the Residential Tenancy Act does require a landlord to pay the tenant the equivalent of two months' rent if the landlord fails to comply with the reasons given for ending the tenancy for landlord use; however it is my finding that, in this case, the applicant has provided insufficient evidence to support her claim.

The applicant claims to have spoken to other tenants in the rental property; however she has provided no witness statements from those other tenants to support that claim.

The applicant further claims that she has a photograph of a courier notification that also shows that the landlord's sons did not move into the rental unit, however, again, she has failed to provide a copy of that photo in support of this claim.

The applicant has, in fact, provided no evidence for this file, other than her testimony, and is my finding that that's insufficient for me to make a finding that the landlords have failed to comply with the reasons given on the Notice to End Tenancy.

I am therefore unwilling to issue an order for the landlords to pay compensation to the tenant.

Conclusion

This application is dismissed in full without leave to reapply.

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: October 26, 2016

Residential Tenancy Branch