



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNDC MNSD FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions.

### Issues

Is the tenant entitled a monetary order for compensation for damage or loss?

### Background & Evidence

The rental unit is a townhouse. The tenancy began on January 1, 2015 with a monthly rent of \$1,995.00 payable on the 1<sup>st</sup> day of each month. The original lease was for a one year fixed term ending on December 31, 2015 and continued on a month-to-month basis after this date.

On January 31, 2016, the landlord served the tenants with a 2 Month Notice to End Tenancy for Landlord's Use of Property with an effective date of March 31, 2016. The ground for issuing the Notice was that the rental unit will be occupied by the landlord.

The tenants vacated the rental unit on February 29, 2016. The tenants were compensated with one month's rent pursuant to section 51 of the Act and the security deposit was returned in accordance with the Act.

The tenant is claiming an amount equivalent to double the monthly rent as compensation for the landlord not using the rental property for his own use as stated on the 2 Month Notice to End Tenancy. The tenant submits the landlord sold the townhouse shortly after the tenants vacated and he did not move into the rental unit.

The landlord submits that he had every intention to move into the rental unit as at the time he issued the Notice he was having problems in his personal life which was leading to a permanent separation from his wife. He was able to reconcile and save his marriage so he never ended up moving into the townhouse. Instead the townhouse was listed for sale on March 24, 2016 and sold on March 28, 2016.

### Analysis

Section 51 (2) of the Act provides that if 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 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.

I find that the landlord has not taken the steps to accomplish the stated purpose for ending the tenancy which in this case was to move into the rental unit. The intentions of the landlord at the time of issuing the 2 Month Notice may have been genuine but the intentions are not relevant in making a finding on whether or not the landlord utilized the rental unit for the stated purpose. Similarly, the reasons for the landlord not utilizing the rental unit for the stated purpose are irrelevant to a finding under this part. The fact is the landlord sold the rental unit versus moving into the rental unit.

I allow the tenants claim for an amount equivalent to double the monthly rent and award an amount of \$3,990.00, which is double the monthly rent of \$1995.00.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of \$3,990.00. Should the landlord fail to comply with this Order, this 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: November 07, 2016

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Residential Tenancy Branch