



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

On June 30, 2016, the Tenant submitted an Application for Dispute Resolution requesting a monetary order for money owed or compensation for damage or loss under the Act, the regulations, or a tenancy agreement, and to recover the filing fee for the Application.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me. Both parties confirmed they received the evidence from the other party.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issues

The Landlord K.M testified that his staff neglected to provide him a copy of the four pages they had submitted in response to the Tenant's application. The Landlord K.M. was provided with an explanation of the documents before me that were received from The Lookout Emergency Aid Society.

Issues to be Decided

- Is the Tenant entitled to compensation from the Landlord?
- Is the Tenant entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began in June 2007. The parties agree that the tenancy ended on December 26, 2015. The parties testified that rent in the amount of \$1,040.00 was payable on the first day of each month and that the Tenant paid the Landlord a \$500.00 security deposit.

The Tenant submitted that the Landlord served her with a 2 Month Notice To End Tenancy For Landlord Use Of Property dated October 23, 2015, on behalf of the purchaser of the property.

The reason for ending the tenancy within the 2 Month Notice is:

- *All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the Landlord in writing, to give this Notice because the purchaser or a close family member intends to in good faith to occupy the rental unit.*

The Tenant testified that the Landlord ended the tenancy in bad faith. She submits that the purchaser did not use the property for the reason stated within the Notice because the purchaser did not move into the property.

The Landlord testified that he issued the 2 Month Notice To End Tenancy to the Tenant pursuant to the directions given to him by the purchaser.

The Tenant is claiming compensation in the amount of \$2,080.00 which is double the amount of the monthly rent that the Tenant was paying the Landlord.

In response, the purchaser, K.M. testified that the parties entered into a sale and purchase agreement and it was the Landlords intention to renovate and occupy the property. He testified that the extent of the renovations have taken longer than expected. He testified that he expects to occupy the property at the end of January 2017, or February 2017.

Analysis

Section 51 (2) of the Act states that 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.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Landlord has not used the property for the stated purpose within a reasonable period after the effective date of the 2 Month Notice. The property has been vacant for 12 months.

I find that the Landlord has breached section 51 (2)(b) of the Act, and is required to pay the Tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement. The Tenant's is awarded \$2,080.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant had success in her application, I order the Landlord to pay the Tenant for the cost of the filing fee for this hearing.

Conclusion

The Landlord has breached section 51(2)(b) of the Act.

The Tenant is granted a monetary order in the amount of \$2,180.00, which includes the filing fee.

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: January 03, 2017

Residential Tenancy Branch