



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

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

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- a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of each other's evidence. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue to be Decided

Is the tenant entitled to compensation pursuant to Section 49 of the Act?

Is the tenant entitled to a monetary order the equivalent of two months' rent as claimed?

### Background and Evidence

The tenancy began on April 1, 2014 for on a month to month basis. The monthly rent was \$750.00. At the outset of the tenancy the tenant provided a security deposit of \$375.00 which has been returned to him.

The tenant gave the following testimony:

On July 31, 2014 the landlord served the tenant with a two month Notice to End Tenancy for Landlords' Use of Property. The Notice to End Tenancy required the tenants to move out of the rental unit by September 30, 2014. The ground for issuing the Notice was that the rental unit would be occupied by the landlord's mother. The

tenant moved out of the rental unit but later discovered that the landlords' mother did not move into the rental unit; instead found a family living there.

The landlord gave the following testimony. The landlord testified that her mother in law moved in for almost three months but decided she didn't like living in Vancouver and moved to Seattle. The landlord testified that the tenant did not ask for the one month's compensation so she didn't give it.

### 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 applicant seeks payment of compensation in the amount of one's month rent as per the notice issued under Section 49 of the Act and the compensation per Section 51(1) of the Act, and double the monthly rent under the tenancy agreement pursuant to Section 51(2) of the Act because the property was not used for the stated purpose for ending the tenancy for at least 6 months. In the landlords own testimony she acknowledges and concedes he did not act in accordance with what the basis of the notice stated. The tenant has been successful in her application.

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. I am satisfied that the tenant is entitled to the \$750.00 for one month's compensation as per the 2 Month Notice to End Tenancy for Landlords' Use of Property as well as \$750.00 x 2 months = \$2250.00 under Sections 51(1) and 51(2) of the Act.

Conclusion

The tenant has established a claim for \$2250.00. I grant the tenant an order under section 67 for the balance due of \$2250.00. This order may be filed in the Small Claims 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: February 21, 2017

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Residential Tenancy Branch