



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the tenant's application for monetary compensation under section 51 of the Act. The tenant and the landlord participated in the teleconference hearing.

Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The monthly rent was \$1,500.00. On April 27, 2016 the landlord served the tenant with a notice to end tenancy for landlord's use. The notice indicated that the reason the landlord was ending the tenancy was that the landlord intended to occupy the rental unit. The tenancy ended on June 30, 2016, the effective date of the notice.

The tenant stated that the landlord told her that they were going to remodel the rental unit and then move right in. The tenant stated that she went by the rental unit every week for six months, and nothing had been done. The tenant stated that not one thing had even been moved in the carport. The tenant stated that nothing was done until the very end of December.

The landlord confirmed that they have not yet begun to occupy the rental unit. The landlord stated that they had the intention of moving in, but the male landlord, who was going to do the renovations himself, injured his wrist in the second week of April 2016.

The landlord stated that the doctor said the landlord's wrist would heal within two weeks, but as of the date of the hearing it was still not fully healed.

Analysis

Section 51 of the Act sets out that if a landlord ends a tenancy pursuant to a notice to end tenancy for landlord's use and the landlord has not taken steps to accomplish the stated purpose for ending the tenancy within a reasonable period after the effective date of the notice, the landlord must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

It is clear in this case that the reason the landlord indicated in the notice to end tenancy that they were ending the tenancy was that the landlord intended to occupy the rental unit. At the time of the hearing, nine months after the effective date of the notice had passed and the tenancy had ended, the landlord had not yet begun to occupy the rental unit. I find that the tenant is therefore entitled to compensation equivalent to double the monthly rent, in the amount of \$3,000.00.

Conclusion

I grant the tenant an order under section 67 for the amount due of \$3,000.00. 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: March 16, 2017

Residential Tenancy Branch