



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      O

### Introduction

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

- an "other" remedy

The tenant and the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. As neither party raised any issues regarding service of the application or the evidence, I find that both parties were duly served with these documents in accordance with sections 88 and 89 of the *Act*.

### Preliminary Issue – Amendment of Tenant's Application

The tenant applied for an "other remedy" and in the details box of the application the tenant wrote;

*"I was evicted from the residence when the new landlords took over the house. Their claim was that they were to use the house for their own use. The house has now been sitting empty for 7 months."*

The tenant clarified that he was seeking compensation equivalent to double the monthly rent in the amount of \$3,600.00 for the landlord's failure to use the unit for the stated purpose on the 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"). The landlord confirmed that upon receipt of the tenant's application she understood the tenant was seeking \$3,600.00 in compensation. In accordance with section 64(3) of the *Act*, I amend the tenant's application to include a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

### Background and Evidence

The parties testified that the landlord assumed this tenancy in July 2016, when the landlord purchased the property from the previous landlord. The landlord received a tenancy agreement from the previous owner but did not submit it as evidence. The parties agreed the tenancy started in May of 2014 and rent in the amount of \$1,800.00 was payable on the first of each month. The tenant remitted a security deposit in the amount of \$900.00 at the start of the tenancy which the landlord later returned in full, at the end of the tenancy.

On July 23, 2016, the landlord issued a 2 Month Notice with an effective date of September 30, 2016. The grounds to end the tenancy cited in that 2 Month Notice were;

- the rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse)

The tenant testified that he complied with the 2 Month Notice and vacated the rental unit on September 30, 2016. The tenant testified that the landlord has not occupied the unit to date and as a result he seeks compensation equivalent to double the monthly rent.

In response, the landlord testified that although she has not moved into the unit to date, she plans to move in as soon as renovations are complete.

### Analysis

Under section 49 of the *Act*, a landlord may end a tenancy if the landlord intends in good faith to occupy the rental unit themselves, or allow a close family member to move into the unit.

Section 51(2)(b) of the *Act* establishes that if steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 of the *Act* within a reasonable period after the effective date of the notice or the rental unit is not used for the stated purpose for at least six months beginning within a reasonable period after the effective date of the notice the landlord must pay the tenants double the monthly rent.

Because the landlord issued a 2 Month Notice for family use with an effective date of September 30, 2016 the landlord became obligated to move into the unit or allow a

close family member to move into the unit by March 30, 2017. Based on the landlord's admission that this has not occurred, I find the tenant is entitled to compensation in the amount of \$3,600.00.

Conclusion

I issue a monetary order in the tenant's favour in the amount of **\$3,600.00** against the landlord.

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: April 26, 2017

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Residential Tenancy Branch