



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL MNDC OLC FF

### Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. The landlord did not attend this hearing, although I waited until 9:20 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 9:00 a.m. The tenant attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The tenant testified that on July 28, 2017, she sent a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord by registered mail. A registered mail tracking number was provided in support of service.

Based on the above evidence, I am satisfied that the landlord was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the landlord.

The tenant advised she has vacated the rental unit and incorrectly checked off the box to dispute a 2 Month Notice. The tenant withdrew this portion of the application and also her claim for costs associated with change of address. The tenant also applied to

amend the name of the respondent and remove a respondent from her original application. The correct name and respondent(s) are reflected in this decision.

### Issues

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

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background & Evidence

The tenancy began on April 1, 2012 and the monthly rent at the end of the tenancy was \$1158.00 payable on the 1<sup>st</sup> day of each month.

The current landlord purchased the rental property from the previous landlord in April 2016. On April 25, 2016, the new landlord served the tenant with a 2 Month Notice to End Tenancy for Landlord's Use of Property with an effective date of August 1, 2016.

The tenant vacated the rental unit on August 1, 2016.

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 after issuing the 2 Month Notice to End Tenancy effective August 1, 2016.

In support of her claim the tenant submitted copies of rental advertisements posted on various rental sites including Airbnb. The tenant submits the landlord has not moved a family member into the rental unit as indicated on the 2 Month Notice.

### 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 accept the tenant's uncontested testimony and evidence and find that the landlord has not utilized the rental unit for the purpose stated in the 2 Month Notice.

I allow the tenants claim for an amount equivalent to double the monthly rent and award an amount of \$2316.00, which is double the monthly rent of \$1158.00.

As the tenant was successful in this application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for this application from the landlord for a total monetary award of \$2416.00

### Conclusion

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of \$2416.00. 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: September 11, 2017

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Residential Tenancy Branch