



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, FF

Introduction

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

- 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; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant, SB (the "tenant") confirmed she represented both co-tenants.

As both parties were in attendance I confirmed that there were no issues with service of the tenant's application for dispute resolution and evidentiary materials. The landlord confirmed receipt of the tenant's materials and said she had not served any evidence on the tenants. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with copies of the tenant's application and evidence.

Issue(s) to be Decided

Are the tenants entitled to a monetary award for damage and loss?

Should the landlords be ordered to comply with the *Act*, regulations or tenancy agreement?

Are the tenants entitled to recover the filing fee for this application from the landlords?

Background and Evidence

The parties provided undisputed testimony regarding the following facts. The landlord had issued a 2 Month Notice to End Tenancy for Landlord's Use (the "2 Month Notice") on March 15, 2017. The reason provided on the 2 Month Notice is that "The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person intends in good faith to occupy the rental unit."

The monthly rent at the end of the tenancy was \$1,100.00. The parties testified that the security deposit for this tenancy has been dealt with in accordance with the *Act*.

This tenant moved out of the rental unit on March 31, 2017. The landlord testified that while she had originally intended for a family member to occupy the rental unit, circumstances prevented that from happening. The landlord said that the rental unit is now rented to an individual who does not own voting shares in the family corporation or a close family member. The new renter is someone who works in the chicken farming industry and helps the landlord's business from time to time.

Analysis

Section 51(2) of the *Act* states 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.

In their 2 Month Notice the landlord indicated that the tenancy is ending so that a person owning shares in the family corporation or a close family member will occupy the rental unit. The landlord testified, that did not happen and the rental unit is occupied by a person who is neither a voting shareholder of the family corporation or a close family member.

I accept the undisputed evidence of the parties that the landlord has not taken steps within a reasonable period to accomplish the stated purpose for ending the tenancy.

Therefore, the tenants are entitled to a monetary award of \$2,200.00, double the amount of the monthly rent.

As the tenants were successful in their application they may also recover the \$100.00 filing fee.

Conclusion

I issue a monetary order in the tenants' favour in the amount of \$2,300.00. The landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, the 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 25, 2017

Residential Tenancy Branch