



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SIDHU AND ASSOCIATES STRATA & PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNSD, OLC

Introduction

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

:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;

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 evidence submitted by the other.

Issue to be Decided

Is the tenant entitled to a monetary order the equivalent of two months' rent as claimed along with compensation for damage or loss under the *Act*, regulation or the tenancy agreement?

Is the tenant entitled to the return of a portion of his security deposit pursuant?

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

Background and Evidence

The tenant testified that the tenancy began in the summer of 2011. The monthly rent was \$1405.00. At the outset of the tenancy the tenant provided a security deposit of \$650.00. The tenant testified that the landlord gave him a 2 Month Notice to End Tenancy for Landlords Use of Property on November 24, 2016 with an effective date of January 31, 2017. The tenant testified that the notice was issued on the ground that

- *The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant...*

The tenant testified that the landlord “illegally evicted” him by claiming that they would be conducting major renovations but only cosmetic work was done. The tenant testified that the landlord withheld \$180.00 of his security deposit without justification. The tenant testified that the landlord should pay for his moving expense for having him move in the winter. The tenant is seeking \$2810.00 pursuant to Section 51 of the Act, \$180.00 return of the security deposit and \$945.00 for moving expenses along with his \$100.00 filing fee for a total amount of \$4035.00.

The landlords’ agent gave the following testimony. The agent testified that the landlord did conduct renovations to the unit which required it to be vacant. The agent testified that the work took two months to do and that the work is now completed. The agent testified that the tenant was given proper notice and proper compensation and that no further compensation is necessary or applicable. The agent testified that the tenant agreed that the landlord was entitled to retain the \$180.00 from the security deposit at the move out condition inspection for additional cleaning. The agent testified that the tenant should not be entitled to any of his claim.

Analysis

The applicant seeks payment of compensation in the amount of double the monthly rent under the tenancy agreement pursuant to the quoted section of the Act because the property was not used for the stated purpose for ending the tenancy. The tenant does not dispute that the landlord conducted some renovations to the unit but does question whether there was a need for the tenants to vacate the unit. The tenant believes the notice was given in bad faith and that they could have remained in the unit. The landlords’ agent provided clear, concise and compelling testimony. The tenant was disorganized and unclear when providing the details of the events and the particulars of his own application in what he was seeking. The tenant stated several times that he wasn’t sure what he applied for and that he “had a lot going on” when he made the application. The tenant gave three different amounts that he was seeking. I did not find the tenants testimony to be compelling; I found the tenants testimony to be unreliable. In addition, the tenant did not provide sufficient evidence to dispute that the landlord conducted renovations. In the tenants own testimony, he acknowledged that they conducted the work as claimed.

The tenant seeks compensation under Section 51 of the Act. Section 51 reads as follows:

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,

I find that the landlord did take steps to accomplish the stated purpose on the notice and that the work was done within six months and the tenant has not provided sufficient evidence to show otherwise.

Based on the insufficient evidence before me, I dismiss the tenants claim for compensation under Section 51 of the Act and the moving expenses as the tenant was given proper notice and compensation when the notice was issued and for the reasons noted above. In addition, the tenants claim to the return of \$180.00 of the security deposit is also dismissed as he agreed at the move out inspection that the landlord could retain it.

The tenant has not been successful in this application.

Conclusion

The tenants' application is dismissed in its entirety.

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: October 02, 2017

Residential Tenancy Branch