



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee from the landlords for the cost of the application.

The tenant and one of the named landlords attended the hearing and the landlord indicated that he also represented the other named landlord. The parties each gave submissions, and no affirmed testimony was heard.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and more specifically for compensation for the landlord's failure to use the rental unit for the purpose contained in a Two Month Notice to End Tenancy for Landlord's Use of Property?

Background and Evidence

During the course of hearing the landlord questioned whether or not another joint owner of the rental unit ought to have been served by the tenant.

The parties agree that the landlord who attended this hearing gave a Two Month Notice to End Tenancy for Landlord's Use of Property, a copy of which has been provided as evidence for this hearing. It contains only one name of a landlord and is dated February 1, 2017 and contains an effective date of vacancy of April 30, 2017. The reason for issuing it states: "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 parties agree that the landlord has not used the rental unit for that purpose, and the landlord submits that there was good faith intent for the landlord's daughter to move in, however the landlord's daughter changed her mind after the tenant had vacated the rental unit, and the rental unit was re-rented.

Also provided is a copy of a tenancy agreement which names a different landlord, and the parties agree that the landlords named in this application are the purchasers of the rental unit from the previous landlord.

The parties also agree that rent was \$1,675.00 per month.

Analysis

The *Residential Tenancy Act* states that if a landlord does not use the rental unit for the purpose contained in a Two Month Notice to End Tenancy for Landlord's Use of Property for at least 6 months following the end of the tenancy, the landlord must repay the tenant double the monthly rent. The parties agree that rent was \$1,675.00 per month, and therefore I grant a monetary order in favour of the tenant for double that amount as against the landlord who attended the hearing and represented the other named landlord.

51 (1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

(1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.

(1.2) If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.

(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,

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.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord (CC) in the amount of \$3,450.00.

This order is final and binding and may be enforced.

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: December 05, 2017

Residential Tenancy Branch