



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MT CNC OLC O

### Introduction

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

- a Monetary Order pursuant to section 67 of the *Act*.

Following opening remarks, tenant E.D. said that she had her roommate had vacated the suite in November 2017 and were only seeking a monetary award under section 67 of the *Act*.

Only tenant, E.D. (the "tenant") attended the hearing by conference call. The tenant was given a full opportunity to be heard, to present testimony and to make submissions.

The tenant explained that she sent a copy of her application for dispute resolution along with a copy of her evidentiary packaged to the landlord by way of Canada Post Registered Mail on September 21, 2017. A copy of the Canada Post tracking number was provided to the hearing. The tenant said online records from Canada Post indicated that this package was received by the landlord on September 25, 2017. Pursuant to sections 88, 89 & 90 of the *Act*, the landlord is deemed served with these documents on September 26, 2017, five days after their posting.

### Issue(s) to be Decided

Can the tenants recover the filing fee?

Are the tenants entitled to a monetary award under the *Act*?

### Background and Evidence

The tenant provided undisputed testimony that this tenancy began in September 2014 under a previous landlord. The tenant explained that in the summer of 2016 the home was sold and landlord A.D. assumed control of the property. Rent was \$1,300.00 per month, which the tenants paid until their departure following the issuance of a 2 month notice to end tenancy served to them by the landlord.

Tenant E.D. explained that in July 2016 the landlord attempted to raise their rent by 23% and following their protest over this increase, the tenants were issued a 2 month notice. The reason cited on the 2 month notice was that the landlord's son, S.P. would be moving into the rental unit. The tenants argued that S.P. did not ever occupy the rental unit and explained that the rental unit was left vacant. As part of their evidentiary package, the tenants supplied a Craigslist advertisement which displayed their former rental unit being offered for occupation as of February 1, 2017 for \$1,800.00.

### Analysis

The tenants have applied for a monetary award of \$2,600.00 after having vacated the rental unit following the issuance of a 2 Month Notice to End Tenancy based on the landlord's use of property.

Section 51(1) of the *Act* states, "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, 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 am satisfied based on the evidence before me and the testimony provided by the tenant that the landlord did not use the rental unit for the purpose stated in the 2 Month Notice to End Tenancy. The tenants submitted undisputed written evidence in the form of an online advertisement showing their former suite being offered for rent, three months after the tenants vacated the unit. The landlord provided no submissions disputing this advertisement. I find that the property was not used for the purposes as indicated on the 2 Month Notice and that the tenants are entitled to a monetary award under the *Act*.

Conclusion

I issue a Monetary Order in the tenants' favour in the amount of \$2,600.00 against the landlord. The tenants are provided with a Monetary Order in the above terms and the landlord must be served with this Order as soon as possible. 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.

<b>Item</b>	<b><u>Amount</u></b>
Penalty for 2 month notice (2 x \$1,300.00)	\$2,600.00
<b>Total =</b>	\$2,600.00

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 19, 2018

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Residential Tenancy Branch