



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNDC FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on May 16, 2018. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67; and,
- recovery of the filing fee.

The Tenant attended the hearing. The Landlord did not attend the hearing. The Tenant testified that he sent a copy of the Notice of Hearing along with supporting documentary evidence to the Landlord by registered mail on October 16, 2017. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 5 days later. I find the Landlord is deemed to have received this package on October 21, 2017.

The Tenant was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Tenant entitled to compensation for money owed or damage or loss under the *Act*?

### Background and Evidence

The Tenant stated that monthly rent was \$1,200.00 per month. A 2-Month Notice to End Tenancy (the Notice) was provided into evidence. This Notice was given to the Tenant around

May 18, 2017. On page 2 of the Notice, the Landlord selected the following ground as the basis for the Notice:

- The landlord intends to convert the residential property to strata lots or a not-for-profit housing cooperative.

The Tenant stated that he moved out of the rental unit on June 30, 2017. The Tenant stated that the Landlord had told him that he was planning on demolishing the rental unit so that he could develop the property. The Tenant stated that since he moved out of the rental unit, he has driven by the house several times per month and noted that shortly after he moved out, another family moved into the house (around September 2017). The Tenant stated that he confirmed this information with the neighbours next door to the rental unit, whom he remains friends with. The Tenant stated that the house was not actually demolished until sometime in March 2018. The Tenant stated that since the Landlord did not use the rental unit for the purpose stated on the Notice within a reasonable period of time, he is entitled to 2 month's compensation, pursuant to section 51 of the Act.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. In this case, the Tenant provided undisputed testimony and the Tenant is seeking two month's rent in compensation (2 x \$1,200.00) because the Landlord did not utilize the unit for the purpose stated on the Notice, within a reasonable period of time.

First, I turn to the following portion of the Act which outlines what the Tenants would be entitled to if the Landlord did not use the property for the stated purpose for at least 6 months, beginning within a reasonable period of time:

Tenant's compensation: section 49 notice

- 51** (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.

In this case, the undisputed evidence before me indicates that the Landlord re-rented the unit to another family for around 6 months prior to demolishing the rental unit. I find the Landlord has not used the rental property for the stated purpose (on the Notice) beginning within a reasonable period of time after the effective date of the Notice. Further, there is no evidence that any steps were taken by the Landlord to accomplish the stated purpose on the Notice within a reasonable period of time. The undisputed evidence before me indicates that other people moved into the house for a period of time prior to the Landlord demolishing and developing the property as he stated he was going to do.

Ultimately, I find the Tenant is entitled to monetary compensation which is equivalent to double the monthly rent payable under the tenancy agreement (2 x \$1,200.00).

As the Tenant was successful with his application, I also grant him the recovery of the filing fee (\$100.00) against the Landlord, pursuant to section 72 of the Act.

In summary, I grant the Tenant a monetary order in the amount of \$2,500.00 because the Landlord breached section 51 of the Act.

#### Conclusion

I grant the Tenant a monetary order in the amount of \$2,500.00. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant may file the order in the Provincial Court (Small Claims) and be 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: May 22, 2018

---

Residential Tenancy Branch