



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

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*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both the tenants and the landlord appeared at the hearing which was heard by teleconference. All parties present were given an opportunity to be heard, to call witnesses, to present affirmed testimony, and to cross examine one another.

The landlord confirmed receipt of the tenants' application for dispute along with their evidentiary package, while the tenants confirmed receipt of the landlord's evidentiary package.

Issue(s) to be Decided

Are the tenants entitled to a monetary award?

Can the tenants recover the filing fee associated with the application?

Background and Evidence

The tenants provided undisputed testimony to the hearing that this tenancy was the most recent in a series of tenancy agreements which were last renewed on March 1, 2017. Rent was \$1,250.00 per month at the time of the final tenancy.

On May 13, 2017 the tenants received a Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"). The reason cited on the 2 Month Notice was listed as follows:

All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

The landlord acknowledged that he had asked the previous owners to ensure that he had vacant possession of the rental unit when he purchased the home, because he stated, that he had intended for his parents to occupy the rental unit after he had purchased the property containing the rental unit.

The tenants alleged that the named landlord had no intention of housing his parents and that he was simply seeking more rent than was currently being paid. As part of their evidentiary package, the tenants submitted an ad from Craigslist which showed their rental unit being offered for \$1,500.00 rent as of September 19, 2017, one month after they had vacated the home. Additionally, the tenants disputed that the landlord had any true intention to house his parents, arguing that a conversation they had with Immigration, Refugees and Citizenship Canada informed them that the current processing time was well over 12 months.

The landlord argued that he had every intention of housing his parents in the rental unit, and he produced several immigration documents to show that he had submitted a sponsorship application with the Immigration authorities, in an attempt to ensure his parents were able to enter Canada with the proper paperwork. The landlord continued by explaining that his parents' application was rejected and he was left to consider his options for the rental suite. The landlord acknowledged that he briefly posted the rental unit on Craigslist but then removed it from circulation when arrangements were made for his parents to arrive in Canada in November 2017. The landlord said that his parents used the rental unit from November 25, 2017 until their departure on January 25, 2018. The landlord continued by stating that he and his family used the rental unit until March 1, 2018 when it was re-rented by new tenants.

Analysis

The tenants have applied for a monetary award of \$2,500.00 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.”

After considering the oral testimony of both parties and examining the evidence before me, I find that the tenants have failed to demonstrate that the landlord did not take steps to accomplish the stated purpose for ending the tenancy under section 49. The tenants relied heavily on a Craigslist ad from September 2017 which showed the unit posted as available for rent. The landlord did not dispute that he posted it, but noted that he removed this ad after a short period of time and used the rental unit for the purpose stated on the 2 Month Notice. I find that little evidence was presented that the landlord rented out the suite after having posted the ad, and I accept the landlord’s testimony that this ad was run only for a short period of time before it was removed. The landlord submitted a significant volume of evidence which demonstrated that his parents were in the rental unit for a period of time in the Fall of 2017, and I find plausible the landlord’s explanation that a delay in their immigration processing led to the future of the rental unit being thrown into question.

For these reasons, I dismiss the tenants’ application for a monetary award. As the tenants were unsuccessful in their application, they must bear the cost of their own filing fee.

Conclusion

The tenants application is dismissed without leave to reapply.

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 24, 2018

Residential Tenancy Branch