



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

On April 18, 2018, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to sections 51 and 67 of the *Act*, and seeking to recover the filing fee pursuant to section 72 of the *Act*.

The Tenant attended the hearing and H.D. and A.T. attended as the Landlords. All in attendance provided a solemn affirmation.

The Tenant advised that she served the Notice of Hearing package to the Landlords by registered mail and the Landlords acknowledged receipt of this package. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Landlords were served with the Tenant's Notice of Hearing package.

I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to monetary compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

Both parties confirmed that the tenancy started on January 1, 2017 and rent was established at an amount of \$1,550.00 per month, due on the last day of each month.

The tenancy was for a fixed length of time of one year that would revert to a month to month tenancy afterwards. A security deposit of \$775.00 was also paid. The Tenant moved out of the premises on March 2, 2018.

The Landlords submitted that they put the Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") in the Tenant's mailbox on December 24, 2017 and the Tenant confirmed receiving this Notice. The Landlord advised that the reason they checked off on the back of the Notice was because "The Landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant." In addition, on the back of this Notice, the Landlord circled the second half of the noted reason for emphasis, and also handwrote in "Drywall/flooring/cosmetic works/repaint/insulation/appliances."

In the hearing, the Landlords specifically stated that the following repairs were conducted:

- The hot water tank was replaced.
- Access to the laundry room from the suite was changed.
- The door on washroom was changed.
- The washroom was repainted.
- The washing machine was replaced.
- A new shower was installed.
- New flooring and a new faucet was installed in the bathroom.
- The toilet and sink remained the same.

The Landlords also stated that they asked a contractor to change the drywall but the quote was too expensive so they decided against following through with this project.

The Tenant submitted that the Landlords served this Notice; however, the improvements that the Landlords completed were largely cosmetic and only took a month and a half to complete. She stated that the Landlord also advised that his family would move into the premises; however, she has no proof of this. She advised that she returned to the rental unit and noticed that the Landlords did install a small wall, and the bathroom and the laundry room were separated. She spoke with the neighbours upstairs and they did not hear any renovations take place. She stated that she could

have stayed in the premises while these cosmetic renovations were completed. She advised that she picked up her mail on April 15, 2018 and noticed that the premises had been re-rented to new tenants. She stated that there was no physical proof, receipts, or bills submitted to substantiate the extent of the renovations.

Analysis

Section 51 (2) of the Act provides that 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 Landlords must pay the Tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

I have considered the testimony provided and the written submissions of both parties. While the Landlords urged me to review their evidence outlining the history of the tenancy on the whole, I find it important to note that their evidence involved the Landlords' allegations of noise issues, smoke issues, and extra occupants living in the rental unit. However, little of the Landlords' evidence directly addresses the Tenant's assertion that the Landlords have not completed extensive renovations and that vacant possession of the rental unit was not required.

Based on the lack of compelling evidence from the Landlords proving that the renovations were substantial and required vacant possession of the premises to complete them, and as the rental unit had been rented so quickly to new tenants, I find that the Tenant has demonstrated that they are entitled to a monetary Order of double their monthly rent pursuant to section 51(2) of the *Act* because the Landlords have not used the rental unit for the stated purpose in the Landlords' Notice.

For the reasons outlined above, I find that the Tenant is entitled to compensation as set out in section 51(2) of the *Act*. I therefore find that the Tenant is entitled to the recovery of the equivalent of two months' rent. As the normal monthly rent was set at \$1,550.00, I find that the Tenant is entitled to a Monetary Order in the sum of \$3,100.00 as claimed.

As the Tenant was successful in her application, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I provide the Tenant with a Monetary Order in the amount of \$3,200.00 in the above terms, and the Landlords must be served with **this Order** as soon as possible. Should the Landlords 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.

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: June 14, 2018

Residential Tenancy Branch