



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FFT

Introduction

On May 3, 2016, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") seeking compensation for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and 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 from the Landlord?

Background and Evidence

The Tenant testified that the tenancy began in March 2012, on a month to month basis. The Tenant testified that she paid monthly rent in the amount of \$985.00 by the first day of each month. The Tenant testified that she paid the Landlord a security deposit of \$450.00 and a pet damage deposit of \$450.00.

The Landlord testified that he purchased the rental property in October 2017. The Landlord stated that he is not sure how much rent the Tenant was paying each month;

however, in the hearing he submitted that he does not oppose the Tenant's testimony that rent was \$985.00 each month.

The Tenant testified that the Landlord ended the tenancy by issuing a 2 Month Notice To End Tenancy For Landlord's Use Of Property dated July 29, 2017. The Tenant testified that she received the 2 Month Notice on July 31, 2017, and moved out of the rental unit on October 1, 2017. The Tenants received one month's rent payable under the tenancy agreement in compensation for the 2 Month Notice. The Tenant provided a copy of the 2 Month Notice To End Tenancy For Landlord's Use Of Property dated July 29, 2017.

The 2 Month Notice indicates the following reason for ending the tenancy:

The rental unit will be occupied by the Landlord or the Landlord's spouse or a close family member of the Landlord or the Landlord's spouse.

The Tenant submitted that the Landlord did not occupy the rental unit. She submitted that the Landlord advertised the unit for rent on a local website for \$1,500.00 per month. The Tenant provided a copy of the internet advertisement for the unit.

The Tenant testified that the Landlord rented the unit to a friend of hers starting November 1, 2017, at \$1,500.00 per month.

The Tenants' application indicates they are seeking compensation of \$100.00 for moving costs and \$2,800.00 for their rental cost increase.

In response, the Landlord testified that he asked the original Landlord to issue the 2 Month Notice To End Tenancy For Landlord's Use Of Property on his behalf because he intended to move into one side of the rental unit and renovate the other side. He testified that he was not able to follow through with his plans due to being off work due to an injury. He testified that he needed to re-rent the unit.

The Landlord testified that he rented the unit out to a new tenant starting on November 1, 2017 for \$1,500.00 per month.

Analysis

Section 51 (1) of the Act states that 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.

Section 51 (2) of the Act states that 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.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Landlord issued a 2 Month Notice To End Tenancy For Landlord's Use Of Property and failed to use the rental unit for the stated purpose for at least 6 months within a reasonable period after the effective date of the notice.

I find that the Landlord has breached section 51 of the Act, and is responsible to compensate the Tenants with the equivalent of double the monthly rent payable under the tenancy agreement.

The Tenants claim for moving costs and a rental increase is dismissed. The Act specifically allows for compensation in the amount of double the monthly rent payable under the tenancy agreement in these circumstances.

I find that the Tenants are entitled to compensation in the amount of \$1,970.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenants were successful with their application, I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution.

I grant the Tenants a monetary order in the amount of \$2,070.00. The order must be served on the Landlord and may be enforced in the Provincial Court.

Conclusion

I find that the Landlord issued a 2 Month Notice To End Tenancy For Landlord's Use Of Property and failed to use the rental unit for the stated purpose. The Landlord has breached section 51 of the Act, and is responsible to compensate the Tenants with the equivalent of double the monthly rent payable under the tenancy agreement.

I grant the Tenants a monetary order in the amount of \$2,070.00. The order must be served on the Landlord and may be enforced in the Provincial 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 19, 2018

Residential Tenancy Branch