



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDCT, FFT

### Introduction

This hearing was convened in response to the Tenant's application for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing an Application for Dispute Resolution.

The Tenant stated that on November 20, 2017 the Application for Dispute Resolution, the Notice of Hearing, and 4 pages of evidence were placed in the Landlord's mailbox. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On June 13, 2018 the Landlord submitted 4 pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via registered mail, on June 13, 2018. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On June 18, 2018 the Tenant submitted 5 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was not served to the Landlord and it was not, therefore, accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

All of the documents accepted as evidence has been reviewed, but is only referenced in this written decision if it is directly relevant to my decision.

Issue(s) to be Decided

Is the Tenant entitled to compensation, pursuant to section 51(2) of the *Residential Tenancy Act (Act)*, because steps were not 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 was not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began prior to the Landlord purchasing the rental unit in 2017.

The Tenant stated that the rent was \$1,150.00 and that she vacated the rental unit on September 30, 2017. She stated that she only paid \$950.00 per month because she was paid for yard work at the residential property.

The Landlord stated that he thinks the rent was \$1,150.00 and he thinks the unit was vacated several days prior to September 30, 2017.

The Tenant stated that the previous owner served her with a Two Month Notice for Landlord's Use of Property, which required her to vacate the rental unit by October 01, 2017. The Landlord did not dispute this testimony.

The Two Month Notice to End Tenancy, which was submitted in evidence, declared that 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 the notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

The Landlord stated that he intended to move into the rental unit but did not do so for financial reasons. He stated that the rental unit was re-rented for October 15, 2017.

The Tenant is seeking double the monthly rent plus compensation because her new rental unit is more expensive.

Analysis

On the basis of the undisputed evidence I find that the monthly rent was \$1,150.00, although the Tenant paid less than that in exchange for labour.

On the basis of the undisputed evidence I find that the Tenant was served with a Two Month Notice to End Tenancy, pursuant to section 49 of the *Act*, which declared that 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 the notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

On the basis of the undisputed evidence I find that the Landlord or a close family member did not move into the rental unit and that the unit was re-rented on October 15, 2017.

Section 51(2)(a) of the *Act* stipulates that if steps were not 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 was 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 must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

As the Landlord did not use the rental unit for himself or a close family member of the Landlord and the rental unit has been re-rented, I find that the Landlord must pay the Tenant \$2,300.00, which is the equivalent of double the monthly rent.

Section 51(2)(a) of the *Act* clearly establishes the amount a landlord must pay if steps were not 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 was not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice. The legislation does not permit a tenant to seek additional compensation because the tenant opts to move into a more expensive rental unit. I therefore dismiss the Tenant's application for compensation because her new rental unit is more expensive.

I find that the Tenant's application has merit and that they are entitled to recover the cost of filing this Application for Dispute Resolution from the Landlord.

### Conclusion

The Tenant has established a monetary claim of \$2,400.00, which includes double the monthly rent and \$100.00 in compensation for the cost of filing this Application.

Based on these determinations I grant the Tenant a monetary Order in the amount of

\$2,400.00. In the event the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of the 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 *Act*.

Dated: July 05, 2018

---

Residential Tenancy Branch