



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenants and the landlord's agent (the "landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed she was an agent of the landlord's company named in this application, and had authority to speak on its behalf.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. As neither party raised any issues regarding service of the application or the evidence, I find that both parties were duly served with these documents in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Are the tenants authorized to recover the filing fee for this application from the landlord?

Background and Evidence

As per the submitted tenancy agreement and testimony of the parties, the tenancy began on August 15, 2006 on a fixed term until August 14, 2007 at which time the tenancy continued on a month-to-month basis. Rent in the amount of \$910.00 was payable on the first of each month. The tenants remitted a security deposit in the amount of \$425.00 at the start of the tenancy, which was later returned to the tenants at the end of the tenancy.

On April 16, 2018, the landlord issued a 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") with an effective date of June 30, 2018. The grounds to end the tenancy cited in that 2 Month Notice were;

- 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

The tenants vacated June 30, 2018 pursuant to the 2 Month Notice. The tenants seek compensation equivalent to double the monthly rent in the amount of \$1,820.00 for the landlord's failure to accomplish the stated purpose on the 2 Month Notice. The tenants testified that the landlord did not conduct repairs that required vacant possession; rather the landlord made minor repairs and sold the unit within one month of the tenancy ending.

The landlord testified that the 2 Month Notice was issued only after speaking to tenant SB about the landlord's plans to renovate and sell the unit. The landlord testified that when tenant SB was asked if she wanted to remain in the unit during the renovations and sale, tenant SB replied that she did not. The landlord testified that on this basis, she issued the 2 Month Notice as she felt it was the best option in the circumstances. The landlord testified that the repairs were not cosmetic as evidenced by the \$10,000.00 spent on repairs. In support of her position, the landlord has provided a list of her expenses along with invoices.

Analysis

Under section 49 of the *Act*, a landlord may end a tenancy if the landlord has all the necessary permits and approvals required by law, and intends in good faith to renovate or repair the rental unit in a manner that requires the rental unit to be vacant.

Since the issuance of the 2 Month Notice, changes to the *Act* affecting compensation have come into effect. However at the time this 2 Month Notice was issued, section 51(2)(b) of the *Act* established that if steps had not been taken to accomplish the stated purpose for ending the tenancy under section 49 of the *Act* within a reasonable period after the effective date of the notice the landlord must pay the tenant double the monthly rent.

While I am satisfied the landlord took steps to renovate and repair the unit within a reasonable period, I find the landlord has failed to meet her onus in proving the renovations and repairs were extensive enough to require vacant possession. The fact that the landlord gave the tenant an option to live through the renovations and repairs tells me the repairs conducted could have been completed during the tenancy. Further, the documentary evidence establishes the repairs which consisted of painting, replacement of some floors, installation of a microwave, installation of a stove fan and some electrical upgrades were minor. Based on the above, I find the landlord has not accomplished the purpose for ending the tenancy and therefore find the tenants are entitled to compensation in the amount of \$1,820.00.

As the tenants were successful in this application, I find that the tenants are entitled to recover the \$100.00 filing fee paid for the application for a total award of \$1,920.00

Conclusion

I issue a monetary order in the tenants' favour in the amount of **\$1,920.00** against the landlord.

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: December 05, 2018

Residential Tenancy Branch