



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT

### Introduction

This hearing dealt with the tenant's application pursuant to section 67 the *Residential Tenancy Act* (the "*Act*") for a monetary order for damage or compensation under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement.

The tenant and 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.

At the outset of the hearing, the landlord confirmed that he had received the tenant's hearing package and that he did not provide any documentary evidence of his own. As the landlord did not raise any issues regarding service of the application or evidence, I find that the landlord was duly served with these documents in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for damage or compensation under the *Act*, *Regulation* or tenancy agreement?

### Background and Evidence

As per the testimony of the parties, the tenancy began in December of 2014 or 2015 on a month-to-month basis. Rent in the amount of \$675.00 was payable on the first of each month. The tenant remitted a security deposit at the start of the tenancy, which the landlord returned to the tenant at the end of the tenancy. The tenant vacated the unit April 1, 2018 pursuant to a 2 Month Notice.

The tenant was served with a 2 Month Notice January 30, 2018. The 2 Month Notice indicates the landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.

The tenant seeks compensation equivalent to double the monthly rent in the amount of \$1,350.00 for the landlord's failure to use the unit for the stated purpose on the 2 Month notice. The tenant testified that the landlord did not move a caretaker into the unit; rather he renovated it and began advertising it online as a bed and breakfast. In support of her position, the tenant has submitted copies of the advertisements.

In reply, the landlord testified that the caretaker's wife had become ill and the unit required more work than anticipated. The landlord testified that as a result, he renovated the unit and now rents it out as a bed and breakfast.

### 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 convert the rental unit for use by a caretaker.

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 within a reasonable period after the effective date of the notice or the rental unit was not used for the stated purpose for at least six months beginning within a reasonable period after the effective date of the notice the landlord must pay the tenant double the monthly rent.

Because the landlord issued a 2 Month Notice for use by a caretaker with an effective date of March 31, 2018 the landlord became obligated to convert the unit for use of caretaker by September 30, 2018. Based on the landlord's admission that this has not occurred, I find the tenant is entitled to compensation in the amount of \$1,350.00.

### Conclusion

I issue a monetary order in the tenant's favour in the amount of **\$1,350.00** 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 3, 2018

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Residential Tenancy Branch