



# 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 tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

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- a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord did not submit any documentary evidence for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue to be Decided

Is the tenant entitled to a monetary order the equivalent of two months' rent as claimed?  
Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

The tenant gave the following testimony. The tenancy began on November 1, 2013. The monthly rent at move out was \$1066.00. On April 30, 2019 the landlord served the tenant with a two month Notice to End Tenancy for Landlords' Use of Property. The Notice to End Tenancy required the tenant to move out of the rental unit by June 30,

2019. The ground for the Notice was that the rental unit would be occupied by the landlord or the landlord's close family member. The tenant testified that the landlord advised her that he needed the suite as there was family coming to stay with them from India and Toronto to attend a family wedding. The tenant testified that she was told she was free to move back in after the wedding. The tenant testified that it would be a "double move" for her and quite costly. The tenant testified that sometime in August she believed that the unit had been rented out as furniture was being moved and different vehicles were parked on the property. The tenant is seeking twelve months rent as compensation for the landlord for not taking steps to accomplish the stated purpose of ending the tenancy. The tenant is also seeking the recovery of the filing fee.

The landlord gave the following testimony:

The landlord testified he and his family use the space and that no one has moved in. The landlord testified that his two adult sons use the space to entertain their friends. The landlord testified that he himself uses the space as well. The landlord testified that the tenant is "making up stories". SR testified that the tenant was an excellent tenant with no issues during her tenancy and is unsure why she has made this application.

### Analysis

Section 51(1) of the Act requires that a landlord, who gives a notice under section 49, including the form of notice that is the subject of this application, must pay the tenant an amount equivalent to one month's rent. Section 51 (2) of the Act states as follows:

- (2) 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.

The applicant seeks payment of compensation in the amount of twelve times the monthly rent under the tenancy agreement pursuant to the quoted section of the Act because the property was not used for the stated purpose for ending the tenancy. The

tenant made statements that “she thinks” the landlord has rented the suite out but has not provided supporting documentation or witnesses. The landlord provided clear, concise and credible testimony as to the benefits to his sons and to himself in having the extra space for entertaining purposes as well as a home office. The tenant made inferences and accusations which she was unable to corroborate. Based on the insufficient evidence before me, I hereby dismiss the tenant’s application.

### Conclusion

The tenant’s application is dismissed in its entirety without leave to reapply.

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: November 26, 2019

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Residential Tenancy Branch