



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EasyRent Real Estate Services Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlords and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

Landlord SR states that they are no longer acting as agents for Landlord MM, the owner of the unit and ask that Landlord MM and Landlord SB be added as respondents to the proceedings. All Parties agree that Landlord AM and Landlord MM should be added as respondents to the application.

Rule 7.13 of the Residential Tenancy Branch Rules of Procedure provides that at the request of a party, the arbitrator will decide whether another person will be added as a party. Given the agreement of all Parties, I add Landlord AM and Landlord MM as respondents.

Issue(s) to be Decided

Did the Landlord occupy the unit or take steps to occupy the unit within a reasonable time after the effective date of the notice to end tenancy?

Background and Evidence

The following are agreed facts: The tenancy started on February 1, 2016. On September 5, 2018 the Landlord mailed the Tenants a two month notice to end tenancy for landlord's use (the "Notice"). At the time of receiving the Notice rent of \$3,073.00 was payable on the first day of each month. The reason stated on the Notice is that the Landlord or a close family member of the landlord will occupy the unit. The effective move-out date of the Notice was November 30, 2019 and the Tenants moved out on that date.

The Tenants state that after moving out of the unit they moved into a nearby unit and observed that renovations to the unit took place between December 2018 and February 2019 inclusive. The Tenants state that the Landlord did not occupy the unit until after the completion of the renovations. The Tenants state that the renovations listed by the Landlord in the Landlord's evidence should not have taken 3 months and that this delay in moving into the unit was unreasonable. The Tenants state that they believe the renovations should have more reasonably been completed within a month. The Tenants states that this belief is based on their own experience with renovations. The Tenant states that they believe the renovations were more extensive and that the Landlord did not have the good faith intention of moving into the unit as required. The Tenants state that the Landlord should have used a 4 month notice for extensive renovations.

Landlord AM states that he is the son of the owner and was the person to occupy the unit. Landlord AM states that they did occupy the unit in early March 2019 as soon as renovations were completed. Landlord AM states that they were unaware of the state of the unit until they took possession of the unit on December 1, 2018. Landlord AM states that at this point it was determined that before they could move into the unit, they needed renovations to the flooring, kitchen cupboards and counters, bathroom fixtures

and paint on the walls. Landlord AM states that the renovations were necessary as the unit had been a rental unit for 15 years prior to the end of this tenancy.

Landlord AM states that the renovations started on December 17, 2018 and ended on February 28, 2019. The Landlord states that in addition to time lags due to the holiday season, they also had to accommodate the contractor's schedule while they were in the middle of a family crisis and planning for Landlord AM's wedding. Landlord AM states that they moved into the unit before their wedding on March 30, 2019. Landlord AM states that they also had to order furniture for the unit and that this furniture was delivered on March 2, 2019. Landlord AM argues that the renovations were reasonably required and took a reasonable amount of time in the circumstances. The Landlord states that no major renovations were planned at the time of given the Notice and no major renovations occurred after the effective date of the Notice.

Analysis

Section 51(2) of the Act provides that subject to subsection (3), the landlord or, if applicable, the purchaser who asked the landlord to give the notice must pay the tenant, in addition to the amount payable under subsection (1), an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement if

- (a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or
- (b) the rental unit is not used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

There is no requirement for a good faith intention to be proven for the application of the above section to the facts. It is undisputed that the Landlord did occupy the unit until after renovations were done and that these renovations took approximately 3 months. Given the undisputed evidence of the state of the unit on December 1, 2018, I find that the Landlord has substantiated that the renovations were reasonably required steps to

accomplish the occupation of the unit by the Landlord. Further given the Landlord's evidence of an intervening holiday period, wedding planning and a family crisis I find that the Landlord faced additional challenges in arranging and obtaining the renovations in a timely manner. For these reasons I consider 3 months to be a reasonable period for the renovations to take place before the unit could be occupied. As a result, I find that the Tenants have not substantiated that steps were not taken within a reasonable time to accomplish the occupation of the unit. There is no evidence that the Landlord is not still occupying the unit. As such I find that the Tenants have not substantiated that the unit was not occupied by the Landlord for at least 6 months beginning within a reasonable period after December 1, 2018.

I dismiss the application.

Conclusion

The application is dismissed.

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: February 05, 2020

Residential Tenancy Branch