



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT FFT

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied for a monetary order in the amount of \$12,244.00, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant, the landlord and a support person for the landlord attended the teleconference hearing, all participants were affirmed, the hearing process was explained, and the parties were given an opportunity to ask questions about the hearing process. Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing and make submissions to me.

I have reviewed all oral, documentary and digital evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules); however, I refer to only the relevant evidence related to the facts and issues in this decision.

Neither party raised any concerns regarding the service of documentary evidence. Based on the above, I find the parties were sufficiently served according to the Act.

Preliminary and Procedural Matters

Firstly, the given name of the landlord was corrected by consent of the parties, pursuant to section 64(3)(c) of the Act.

Secondly, the parties confirmed the email addresses. The parties were advised that the decision would be emailed to the parties. The monetary order will be emailed to the appropriate party for service on the other party.

Issues to be Decided

- Is the tenant entitled to a monetary order for compensation in the amount of 12 times the monthly rent pursuant to section 51(2) of the Act?
- Is the tenant entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was not submitted in evidence; however, the parties confirmed that the tenancy began in June 2012, with the landlord purchasing the property and becoming the new landlord through acquisition of the property in June 2019.

There is no dispute that the tenant accepted the 4 Month Notice to End Tenancy for Demolition of the Rental Unit dated June 19, 2019 (4 Month Notice). The reason stated on the 4 Month Notice is:

“I am ending your tenancy because I am going to demolish the rental unit.”

The work planned listed on the 4 Month Notice states:

“I plan on demolishing the building and building two homes on the existing property after sub-dividing [dividing] the property into two city lots.”

The tenant submitted a rental ad in evidence, which the landlord confirmed they posted on November 15, 2019 to re-rent the rental unit due to the landlord talking to the neighbour and decided to merge the property with the neighbour's property and that it made more financial sense to building a three-storey apartment instead.

The tenant is seeking 12 months of compensation due to the landlord failing to comply with the reason stated in the 4 Month Notice. The rental ad was for \$1,650.00, which is much higher than the tenant's rent of \$1,012.00 per month at the end of the tenancy.

Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

12 times the monthly rent - Section 51(2) of the Act applies and states:

Tenant's compensation: section 49 notice

51 (2) 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.

[Emphasis added]

Based on the evidence before me, I find the tenant has met the burden of proof and are entitled to **\$12,144.00** in compensation from the landlord, comprised of twelve times the monthly rent of \$1,012.00 pursuant to section 51(2) of the Act. I accept the landlord's testimony that they changed their mind and made the decision to re-rent the rental unit and work with the neighbour to combine their properties for the purposes of building a three-storey apartment building; however, I find the landlord failed to take the steps to demolish the rental unit as stated on the 4 Month Notice. I also note the landlord listed the rental unit for much higher rent only 15 days after the October 31, 2019 effective vacancy date listed on the 4 Month Notice.

As the tenant's application was fully successful, I grant the tenant the recovery of the cost of the filing fee in the amount of **\$100.00** pursuant to section 72 of the Act.

I find the tenant has established a total monetary claim of **\$12,244.00** comprised of \$12,144.00, which is 12 times \$1,012.00 monthly rent, plus the \$100.00 filing fee.

Conclusion

The tenant's application is fully successful.

I find the landlord failed to use the rental unit for the stated purpose and instead, re-rented the rental unit 15 days after the October 31, 2019 effective vacancy date listed on the 4 Month Notice and as a result, the tenant is granted 12 times the monthly rent as described above.

The tenant is granted a monetary order pursuant to section 67 of the Act, in the amount of \$12,244.00 as indicated above. This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties. The monetary order will be emailed to the tenant only for service on the landlord.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 8, 2020

Residential Tenancy Branch