

Decision

Dispute Codes:

MNDC

Introduction

This is the Tenant's application for a Monetary Order for compensation for damage or loss under the Act.

I reviewed the evidence provided by the Tenant prior to the Hearing. The parties gave affirmed testimony and this Hearing proceeded on its merits.

Issues to be Decided

- Is the Tenant entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Tenant gave the following testimony:

The Tenant testified that she lived in the rental unit for approximately 2 ½ years. The Landlord purchased the rental property in September of 2008 from the Tenant's previous landlord.

The Tenant testified that she was paying a monthly rent of \$600.00. On December 1, 2008, the Landlord provided the Tenant with notice that the rent would be raised to \$950.00 per month, effective March 1, 2009. The Tenant stated that she told the Landlord that she would not be paying the additional \$350.00 a month because a rental increase in that amount was in violation of the Act. On March 1, 2009, the Tenant paid

the Landlord \$600.00 for March rent. On April 1, 2009, the Tenant again refused to pay the additional \$350.00 for rent and paid the Landlord \$600.00 for April rent.

The Landlord gave the Tenant a Notice to End Tenancy on April 10, 2009, because a family member was going to move into the rental unit. The Tenant moved out of the rental unit at the end of May, 2009, and was paid compensation of one month's rent, pursuant to the provisions of Section 51(1) of the Act.

The Tenant testified that she has discovered that a family member did not move into the unit and that the rental unit was rented to someone other than a family member. The Tenant stated that she believes the Landlord had no intention of having a family member move into the rental unit, and ended the tenancy in order to get more rent.

The Landlord's agent gave the following testimony:

The Landlord is a family corporation. The Landlord's agent is a member of the family corporation. A close family member intended, in good faith, to move into the rental unit. The agent's wife's parents were going to sell their house and move into the rental unit, but his wife's father's cancer flared up. Therefore, the parents decided not to move. The father has recently succumbed to his cancer, and passed away.

The Landlord's agent testified that the rental unit was re-rented to a non-family member on June 24, 2009, at a monthly rent of \$900.00.

Analysis

Section 51(2) of the Act states:

Tenant's compensation: section 49 notice

51 (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.

(emphasis added)

I am sympathetic to the family's loss, but the Tenant is entitled to compensation regardless of the reason for the family member not moving into the rental unit.

Therefore, pursuant to the provisions of Section 52(2) of the Act, the Tenants are entitled to the equivalent of two month's rent in compensation.

Conclusion

I hereby grant the Tenant a Monetary Order in the amount of \$1,200.00 against the Landlord. This Order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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*.

October 9, 2009
