



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF, SS

### Introduction

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

1. A Monetary Order for compensation for loss - Section 67;
2. An Order to recover the filing fee for this application - Section 72; and
3. An Order for different service of documents – Section 71.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by personal service on June 30, 2011 in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing.

The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

At the onset of the Hearing, the Tenant waived his request for alternate service as the Tenant was able to serve the Landlord personally. The Tenant states that the Landlord informed the Tenant that he would be out of the country at the time of the Hearing but that an agent would appear for the Landlord. No agent appeared.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The tenancy began on January 18, 2009 and ended on April 15, 2010. Rent in the amount of \$850.00 was payable in advance on the first day of each month. On March 18, 2010, the Landlord served the Tenant with a 2 Month Notice to End Tenancy for Landlord's Use with an effective move-out date of June 1, 2010. The reason for the Notice was set out as follows: The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property. The Tenant provided the Landlord with 10 days notice as vacated the unit.

The Tenant states that he has learned from the current tenants of the unit, a business that operates below the unit (the "Business"), that following the end of the Tenant's tenancy, the Landlord's building manager moved into the unit and that as of August 1, 2010, the Business took over occupancy of the unit. The Tenant believes that the unit is now being rented for approximately \$1,400.00 per month. The Tenant provided a confirmation letter from the Business manager concerning the tenancy of the unit by the business. The Tenant further states that he attended this Business office and observed that the only renovation done on the unit was to replace a bedroom door.

The Tenant claims the amount of \$1,750.00 in compensation.

### Analysis

Section 51 of the Act provides that where a landlord ends a tenancy for landlord's use of property and the rental unit is not used for the purpose stated on the notice for at least 6 months beginning within a reasonable period after the effective date of the notice, the landlord must pay the tenant double the monthly rent payable under the tenancy agreement. Accepting the undisputed evidence of the Tenant that the unit was leased to a Business within 4 months of the effective date of the Notice, I find that the Tenant is entitled to the amount of \$1,700.00. The Tenant is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$1,750.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$1,750.00**. If necessary, this order may be filed in the Small Claims Court 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*.

Dated: September 30, 2011.

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Residential Tenancy Branch