



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

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

The Landlords 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

I accept the Tenant’s evidence that the second named Landlord’s address was identified and this Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. As the Tenant was unable to provide evidence of the address for the first named Landlord, I cannot find that this person has been served in accordance with the act and therefore dismiss the application with leave to reapply in relation to the first named Landlord.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Background and Evidence

The tenancy of a unit in a fourplex started in 2010 and ended on October 31, 2011 pursuant to a Two Month Notice to End Tenancy for Landlord’s use (the “Notice”). The Notice provides the following reason for ending the tenancy: All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in

writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit. Near the end of the tenancy, the names of the purchasers were provided to the Tenant by a property inspector who told the Tenant that it was the business of the purchasers to buy properties, renovate them and then rent them out.

The Tenant moved to a location a few blocks away from the unit and noticed that immediately upon the unit being vacant, renovations were carried out on all the units of the fourplex. In late November and early December 2012, all the units of the fourplex were advertised for rent as renovated units. The Tenant states that two persons known to her made an appointment to view these units on December 3, 2012 and spoke with the Landlords who confirmed that all units were available for immediate rent. The Tenant states that the purchasers did not occupy the rental unit as declared on the Notice. The Tenant claims compensation of \$2,800.00.

Analysis

Section 51 of the Act provides that in addition to the compensation payable to the Tenant for vacating the unit pursuant to the Notice, 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.

Given the undisputed evidence of the Tenant, I find that the Tenant has substantiated that the rental unit was not used by the purchaser for the stated purpose contained in the Notice and that the Tenant is therefore entitled to compensation of **\$2,800.00**. The Tenant is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,850.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the balance due of **\$2,850.00**. 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: June 26, 2012.

Residential Tenancy Branch