



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNDC, MNSD

### Introduction

The tenant applies for monetary compensation from the landlord, for a sum equivalent to triple the monthly rent from the landlord, and a further sum equal to double the security deposit paid to a former owner.

### Issues to Be Decided

Is the tenant entitled to this compensation?

### Background and Evidence

This tenancy began August 10, 2008, with monthly rent of \$885.00. At that time, the premises were owned by a different owner and landlord. A security deposit was paid to that former landlord on July 31, 2008, in the amount of \$440.00. The current owner purchased the home effective February 1, 2010. The tenancy continued, but there was no adjustment as between the new and old owners regarding the tenant's security deposit.

On December 28, 2013, the landlord served the tenant a 2 month notice for landlord use of the property. The notice indicated the landlord, spouse and /or family intended to reside in the premises. The notice was effective February 28, 2014, but in fact the tenancy ended January 1, 2014. The tenant found new premises immediately, and it was agreed that in exchange for moving out so quickly, the landlord would assist the tenant with the move, by providing a moving truck. The landlord did some renovations to the home, and is now occupying the entire home.

The tenant seeks compensation from the landlord as a result of receiving the 2 month notice, and seeks the recovery of his security deposit. He clarified at the hearing that he was not seeking compensation on the grounds that the landlord had failed to use the premises for the stated purpose given in the notice.

The landlord argues that this compensation was intended to assist with a tenant's moving expenses, and since the landlord essentially covered all costs of the move, the compensation should not be awarded. The landlord further argues the tenant should have recovered his deposit himself from his former landlord.

### Analysis

Section 51(1) provides that a tenant who receives a notice to end a tenancy under section 49 (landlord's use of property) is entitled to receive from the landlord an amount that is equivalent to one month's rent payable under the tenancy agreement. This compensation must be paid by a landlord, whether or not a tenant incurs any moving expense. The compensation is an automatically required, whenever a landlord issues a two month notice to a tenant. As no such

sum was paid, I order that the landlord must pay the tenant the sum of \$885.00, representing the one month compensation contemplated in section 51(1).

Section 51(2) of the Residential Tenancy Act entitles the tenants to compensation equal to double the monthly rent, if 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 ending the tenancy. In this case, the stated purpose was that the landlord or his family would occupy the premises. This in fact is occurring, after a portion of the premises was renovated. I further note that the tenant clarified he is no longer advancing this claim in any event. Accordingly, no compensation under section 51(2) is ordered, and this portion of the claim is dismissed.

A new owner and landlord who is a successor in title assumes and carries on the obligations of the former owner and landlord, as pertaining to the ongoing tenancy in the subject premises. It was therefore the obligation of the landlord (or his lawyer) to ensure that any deposit relating to the tenant was adjusted for in the closing transactions of the conveyance of the property. I therefore find and confirm that the security deposit of \$440.00 applies to this tenancy. Section 38 of the Residential Tenancy Act governs the dispute at hand regarding the security deposit. Under section 38(1) of the Residential Tenancy Act, a landlord has an obligation to either file a claim to retain the tenant's deposit, or to return a tenant's security deposit, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address, whichever is later. As noted above, the landlord has filed no claim as against the tenant. The 15 day period ended but the deposit was never returned. The new forwarding address was provided at the time the tenancy ended. The landlord must therefore pay the tenant double the amount of the security deposit (as required under section 38(6)), which equals \$880.00. No interest has accrued.

#### Conclusion

The landlord must pay one month compensation (\$885) plus double the deposit (\$880) to the tenant. The total payable is \$1,765.00.

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 03, 2014

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Residential Tenancy Branch