



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

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

1. A Monetary Order for compensation - Section 67;
2. An Order for the return of double the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The original hearing was attended by the Landlord and his legal counsel and the hearing was adjourned on the request of the Landlord. At this reconvened hearing the Landlord did not attend. The Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the Tenants entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started in June 2013 and ended on November 15, 2014. Monthly rent of \$1,500.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,000.00 as a security deposit.

On October 22, 2015 the Tenants were given a two month notice to end tenancy for landlord’s use (the “Notice”). The reason for the Notice was that the unit was sold to a

person who would reside in the unit. The effective date of the Notice was December 31, 2014. The Landlord named in this application is the purchaser of the unit.

On November 1, 2014 the Tenants gave notice to end the tenancy for November 15, 2014 and moved out on that date. The Tenants' forwarding address was provided with their notice. The Tenants did not pay rent for November 2014 and did not receive the equivalent of one month's notice as compensation for the Notice. The Tenants claim a half month's rent or \$750.00.

The Landlord did not return the security deposit and did not make an application for dispute resolution to claim against the security deposit. The Tenants provide a copy of a law firm's letter in relation to the transfer of the security deposit to the Landlord. The Tenants claim return of double the security deposit.

The unit was not lived in by the Landlord and was demolished in December 2014. The Tenants claim the equivalent of two month's rent.

Analysis

Section 51 of the Act provides that a tenant who receives a notice to end a tenancy for landlord's use of property is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement. Based on the Tenant's undisputed evidence that no compensation was received from the Landlord pursuant to the Notice I find that the Tenants have substantiated an entitlement to **\$750.00**.

Section 51 further provides that if the rental unit is not used for the purpose stated on a given notice to end tenancy for landlord's use for at least 6 months beginning within a reasonable period after the effective date of the notice, the landlord, or the purchaser, as applicable, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement. Based on the undisputed evidence of the Tenant that the unit was not lived in but was demolished contrary to the reason as

indicated on the Notice, I find that the Tenants are entitled to double the rent paid in the amount of **\$3,000.00**.

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the Tenant's undisputed evidence I find that the Landlord has not returned the security deposit or made a claim against the security deposit and that the Tenants are therefore entitled to the return of double the security deposit in the amount of **\$2,000.00**.

As the Tenants' application has met with success I find that the Tenants are entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$5,850.00**.

Conclusion

I grant the Tenants an order under Section 67 of the Act for the amount of **\$5,850.00**. 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 Act.

Dated: November 12, 2015

Residential Tenancy Branch

