



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

Dispute Codes      MNDC, FF

### Introduction

This matter dealt with an application by the tenant for monetary compensation in relation to the termination of a tenancy. The tenant also seeks to recover the filing fee for the cost of this application.

Both parties were present at the hearing and I will consider their testimony and written submissions in reaching my decision.

### Issues(s) to be Decided

Is the tenant entitled to monetary compensation for the manner in which the tenancy was ended and if so, in what amount?

### Background and Evidence

The parties at the hearing agree that this tenancy ended in mid-May 2008 after the tenant had been served with a 2 month notice to end tenancy on March 27, 2008. The notice to end tenancy was served by the property manager for the previous landlord at the request of the purchaser. The notice was issued and stated the reason for the tenancy to end as follows:

"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".

At the hearing, the new purchaser indicated that his purchase agreement required vacant possession of the property on the closing date as he intended to renovate the property. The purchaser's real estate agent, at the hearing stated that there were aware that in order to give notice for renovations, that they would have to wait until they had possession of the property.

The tenant at the hearing stated that the rental unit had been re-rented, not to family members, and that the previous rent of \$725.00 per month had been increased to \$1100.00 per month for the new tenants. He gave evidence that he had spoken to the new tenant and that the premises had been re-rented immediately upon the new



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landlord taking possession.

The landlord at the hearing admitted that he had re-rented, not to family members, and that he had required vacant possession to complete renovations.

I quote from s. 51 of the Residential Tenancy Act:

Tenant's compensation: section 49 notice

51 (1) 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 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.

(1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.

(1.2) If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.

(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

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(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.

## Analysis

I find based upon the evidence before me that the purpose for which the notice was given have not been carried out as required. The purchaser had no intention to occupy the premises and was also aware that a delay in renovations would occur if he had to wait until he took possession to give the proper notice for renovations.



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This notice has required the tenant to vacate the premises under a notice not given in good faith and has allowed the purchaser to re-rent the premises at a substantially increased rent. I find that the tenant, pursuant to s. 51(2) of the Residential Tenancy Act is entitled to compensation, from the purchaser in the amount of double the monthly rent payable.

## Conclusion

I order that the respondent in this matter pay the applicant the amount of double the monthly rent of \$725.00 plus the \$50.00 filing fee for this application for a total of \$1500.00. The order may be filed with and enforced as an order of the Provincial Court of British Columbia.

Dated: September 26, 2008

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Dispute Resolution Officer