

DECISION

Dispute Codes FF, MNDC

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$2381.00.

Background and Evidence

The applicant testified that:

- on September 27, 2007 she was served a Notice to End Tenancy for landlord use which stated:
“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”.
- She vacated pursuant to that notice, and subsequently found out that the rental unit had been re-rented and that the owners have not moved into the rental unit.

The applicant is therefore requesting an order for compensation pursuant to section 51(2) of the Residential Tenancy Act as follows:

Double the \$1180.00 rent	\$2360.00
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Filing fee	\$50.00
Total	\$2431.00

SJ testified that:

- It was a requirement of the purchase and sale agreement that vacant possession be provided, and she was told that this was because the landlord's planned to move in. Therefore she issued the Notice to End Tenancy.
- The purchasers never informed her that they were willing to continue the tenancy, and in fact stressed that they wanted the vacant possession.

PA testified that:

- He is the landlord in this matter he was just acting as a realtor when the property sold.
- Vacant possession was a requirement of the purchase and sales agreement.

SS testified that:

- He never requested that the previous landlord given notice to the tenants to vacate.
- They never intended to move into the rental property.

Analysis

It is my finding that the landlords have not complied with the reasons given for ending the tenancy, and therefore the tenant is entitled to compensation equal to two months' rent, and it is my decision that is the purchasers that must pay that compensation.

Vacant possession was a condition of the purchase agreement, and therefore the vendor was required to provide vacant possession to the purchasers. Therefore it is my decision that the purchasers did give written instructions, right in the contract, that required the vendor to give a Notice to End Tenancy.

I also allow the claim for the filing fee, however I will not allow the claim for the Company search as this is a cost of the dispute resolution process and I have no authority to award costs other than the filing fee.

The vendor, **AV**, therefore has no liability in this matter and her name will not be included in any order issued

It is also my finding that **PW** was only acting as a realtor in this matter and is improperly named as a respondent and therefore his name, as well, will be removed from any order issued.

Conclusion

I have issued an order in favour of the applicants in the amount of \$2410.00. The \$21.00 claim for a company search is dismissed without leave to reapply.

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: March 05, 2010.

Dispute Resolution Officer