



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, O

### Introduction

This matter dealt with an application by the tenant for a Monetary Order for money owed or compensation for loss or damage under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement, and other issues.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and were sent by registered mail to the landlord on June 16, 2010.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

### Background and Evidence

This tenancy started on April 01, 2009. This was a fixed term tenancy for one year. The tenants paid a monthly rent of \$3,800.00 which was due on the first of each month. The tenants paid a security deposit of \$1,750 and a pet damage deposit of \$1,750.00 on March 05, 2009. Both deposits have been returned to the tenant.

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The tenant testifies that they received a two Month Notice to End Tenancy from the landlords' agent on February 26, 2010. The reason given on this Notice was that the rental unit will be occupied by the landlord or the landlord spouse or a close family member of the landlord or the landlords' spouse. The tenants state the date given to vacate the rental unit was April 30, 2010 and they left the rental unit on April 15, 2010. The tenants' state they did receive their last month's rent in compensation for this Notice.

The tenants state they were concerned about the Notice as they had asked the landlords' agent for a three year term for their tenancy as this was a company move and the tenants company would only pay their moving expenses once. The tenant states he had concerns when the tenancy agreement stated the tenancy was just for one year and when he raised this concern with the landlords agent he was sent an e-mail which stated the owner has advised him that he will properly be away for three years and it is his intention to keep the house rented for this time. He goes on to say it is customary for landlords in Vancouver to initially rent for a one year term and negotiate the agreement on the anniversary date.

The tenant states that due to this he was surprised to get this Two Month Notice to End the tenancy at the end of the first year. The tenant states he was concerned that on May 10, 2010 he saw a For Sale sign at the property and found it listed on the realtors' site. The tenant states the landlords' daughter had moved into the basement of the house but feels the landlord must have planned to sell the house when the Two Month Notice was given to them. The tenant states that to his knowledge the house has now been sold.

The landlord states that when he instructed his agent to give the tenants notice to end the tenancy it was because he was unsure what to do. His daughter needed somewhere to live so they both moved back into the property on April 15, 2010. The landlord states he has had to return to England to care for his mother but his daughter continues to live in the property. The landlord states that after he had moved back into the house he decided to sell it and agrees it was put on the market in May, 2010.



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The landlord states he never agreed to a three year lease and it was his intention to move back into the property when the tenant's one year lease expired. The landlord states he acted quickly to put the house on the market after he had moved back to the property and an offer was accepted at the beginning of October, 2010. The sale will be finalized on November 26, 2010.

## Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. Section 51 of the *Act* states: 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.

When looking at this decision I have reviewed the landlords' reasons given on the Notice to End Tenancy and considered both Parties arguments. I accept that the landlords' daughter has lived in the property since the end of the tenancy until this time and find that this period exceeds six months; therefore, I find the landlord has met the criteria under section 51(b) of the *Act*.

The tenants arguments are not relevant at this hearing as to whether or not the landlord acted in good faith when he issued the Notice to End Tenancy as he has complied with



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section 51(b) of the Act because his daughter has lived in the rental property for a minimum of six months. Consequently the tenants' application for \$7,600.00 is dismissed.

With regard to the tenants issues with the landlord concerning the length of their tenancy; a landlord is bound by the terms of the tenancy agreement. I find that discussions did take place concerning a three year agreement with the property agent but the tenancy agreement in place was just for a one year period and therefore that is the period the landlord and tenants are bound by. Therefore, the landlord was entitled to end the tenancy after the fixed term ends.

## Conclusion

The tenants' application 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: October 26, 2010.

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Dispute Resolution Officer