



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC and FF

Introduction

This hearing was scheduled to address the Tenant's application for a monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act* (Act), regulation or tenancy agreement and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings. The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to compensation pursuant to section 51(2) of the *Act* because steps were not 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 the rental unit was not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began in 2006 and that the monthly rent was \$2,000.00 during the latter portion of the tenancy.

The Landlord and the Tenant agree that the Landlord served the Tenant with a Two Month Notice to End Tenancy, pursuant to section 49 of the *Act*. The Notice indicated that 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. The Notice indicated that the Tenants must vacate the rental unit by October 31, 2010. The parties agree that the Tenant vacated the rental unit on October 18, 2010.

The Tenant stated that that the rental unit has been demolished and a new residence is being constructed on the site. The Agent for the Landlord did not dispute this testimony.

The Landlord submitted a Request to Vendor RE: Termination of Tenancy in evidence. The Agent for the Landlord stated that the Request to Vendor RE: Termination of Tenancy was provided to the Landlord by the individual who purchased the rental unit. In the Request to Vendor RE: Termination of Tenancy the purchaser declared that they have an “unconditional and bona fide Contract of Purchase and Sale” and that the purchase of sale is dated August 05, 2010. In the Request to Vendor RE: Termination of Tenancy the purchaser directed the Landlord to give the Tenant notice to end the tenancy because the purchaser or a close family member intended to occupy the rental unit.

The Agent for the Landlord stated that his management company stopped representing the Landlord on October 18, 2010 but he has no reason to believe that the property was not sold on November 02, 2010 in accordance with the Request to Vendor RE: Termination of Tenancy.

The Tenant did not dispute any of the Landlord’s evidence in regards to the sale of the property or the Request to Vendor RE: Termination of Tenancy.

The Tenant contends that they should be entitled to compensation pursuant to section 51(2) of the *Act* because the new owner is still not occupying the rental unit. The Agent for the Landlord contends that compensation should not be awarded because the Landlord ended the tenancy in accordance with the *Act*.

Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the Tenant was served with Notice to End Tenancy pursuant to section 49(5) of the *Act*, that prior to the Notice to End Tenancy being served the Landlord had entered into an unconditional agreement to sell the rental unit; that there is no evidence to suggest that this agreement was made in bad faith; and that the purchaser had asked the Landlord, in writing, to give notice to end the tenancy because the purchaser or a close family member of the purchaser intended, in good faith, to occupy the rental unit.

Section 51(2)(a) of the *Act* stipulates that if steps were not 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 the rental unit was 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 must pay the Tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

I find that all of the steps outlined in section 49(5) of the *Act* were taken prior to this tenancy ending. I therefore find that the Tenant is not entitled to compensation pursuant to section 51(2)(a) of the *Act*, and I dismiss the Tenant's application for compensation.

Although the undisputed evidence indicates that the rental unit has been demolished and a new home is being built on that site, I find that this information is irrelevant to my decision. I find that the Landlord acted, in good faith, on the information provided to them and that the Landlord then ended the tenancy in accordance with the *Act*. I decline to consider whether the Tenant is entitled to compensation from the purchaser of the rental unit, as that matter is not before me in these proceedings.

Conclusion

I find that the Tenant's application has been without merit and I dismiss the Tenant's application to recover the cost of filing this Application for Dispute Resolution from the Landlord.

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 13, 2011.

Residential Tenancy Branch