



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside notices to end this tenancy and a monetary order. Both parties participated in the conference call hearing.

Issues to be Decided

Should the notices to end tenancy be set aside?
Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that on July 12, 2011, the tenant was served with a 2 month notice to end tenancy which alleged that a purchaser intended to reside in the rental unit (the "First Notice"). The parties further agreed that on July 28, 2011, the tenant was served with a 2 month notice to end tenancy which alleged that the landlord had all permits in place to demolish the unit (the "Second Notice").

At the hearing the landlord acknowledged that the First Notice was given in error and that the landlord did not have demolition permits in place prior to serving the Second Notice.

The tenant seeks compensation pursuant to section 51 of the Act which provides that the landlord must pay the tenant the equivalent of 2 months' rent if the landlord has not taken reasonable steps to accomplish the purpose stated on a notice to end tenancy within a reasonable time after the effective date of the notice.

Analysis

As the landlord has acknowledged that the First Notice was given in error and that the landlord did not have permits in place prior to serving the Second Notice, I find that both

notices must be set aside. I order that the First Notice and the Second Notice both be set aside and of no force or effect. As a result, the tenancy will continue.

I dismiss the tenant's claim for compensation. The Act requires the landlord to have taken steps to accomplish within a reasonable time after the effective date of the notice. However, as the tenancy has not yet ended, the landlord cannot take steps to accomplish the purpose as the landlord can neither move into the rental unit nor demolish it while the tenant still resides therein.

As the tenant has been successful in his claim to have the notices set aside, I find he should recover the \$50.00 filing fee paid to bring his application. The tenant may deduct \$50.00 from a future rental payment.

Conclusion

The First Notice and the Second Notice are set aside. The monetary claim is dismissed. The tenant may recover the \$50.00 cost of the filing fee by deducting that sum from a future rental payment.

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: August 25, 2011

Residential Tenancy Branch