

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This is an application filed by the Tenant for a monetary order for compensation under the Act from the Landlord for not complying with the notice to end tenancy.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlords did not attend. The Tenant has submitted copies of the Canada Post Registered Mail Customer Receipt for service of both Landlords (before and after sale) that states that the notice of hearing and evidence was sent on January 25, 2012. As such, I find that both Landlords were properly served with the notice of hearing and evidence under the Act.

The Landlord C.S., has submitted an evidence package consisting of a contract of purchase, a request to seller re: termination of tenancy that they have complied with the legislation and that any claims made should be placed with the new owners, J.T.F. Having reviewed this material and the Tenants evidence of the 2 month notice to end tenancy for Landlord's use of the property, I find that the Tenant's application shall proceed against the Landlord, J.T.F.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order from the Landlord, J.T.F.?

### Background and Evidence

The Tenant was served with a 2 month notice to end tenancy for Landlord's use of the property on May 24, 2011 with an effective date of September 1, 2011. The reason stated on the notice is "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 Tenant states that the Landlord took possession of the rental unit on September 1, 2011 and posted on Craigslist, rental ads on September 5, 2011 and September 21, 2011. The Tenant has submitted copies of these ads as evidence. The Tenant states that the monthly rent at the end of her tenancy was \$465.00 and is seeking monetary compensation as the new Landlords, J.T.F. have not taken steps toward the purpose for

which the notice to end tenancy was given. The Tenant states as per the notice that the Landlord/purchaser must pay the tenant an additional amount equal to double the monthly rent paid under the tenancy agreement.

### Analysis

I accept the Tenant's undisputed testimony and find that the Landlord/purchaser, J.T.F. has not taken steps towards the purpose of the notice which was given. Based upon the undisputed testimony of the Tenant, I find that the Tenant has established a claim for an amount equal to double the monthly rent (\$465.00) of her tenancy which is \$930.00. The Tenant is also entitled to recovery of the \$50.00 filing fee. I grant to the Tenant a monetary order under section 67 for the balance due of \$980.00.

### Conclusion

The Tenant is granted a monetary order for \$980.00.

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 26, 2012.

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Residential Tenancy Branch