



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC

### Introduction

Some documentary evidence, photo 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.

### Issue(s) to be Decided

This is a request for a monetary order for \$2800.00 and a request for recovery of the filing fee.

### Background and Evidence

The applicant testified that:

- The landlords gave them a Notice to End Tenancy for landlord use stating that the landlords intended to move into the rental unit, however the day after they moved out the landlords listed the rental unit for sale.
- They therefore believe that the landlords just wanted of them out so they could sell the unit.

The applicants are therefore requesting compensation equivalent to two months' rent.

The landlords testified that:

- Their intent has always been to sell the rental unit, however because the unit was in poor condition it needed significant repairs before it could be sold, and they believed those repairs could be done more easily if they were living in the rental unit.

- They therefore gave the Notice to End Tenancy, fully intending to move into the rental unit and live in it while they do the repairs.
- They have put the rental unit up for sale; however they have also moved into the rental unit and are planning to live in the unit until it sells.

### Analysis

It is my finding that the landlords have complied with the reasons they gave for ending the tenancy.

The landlords gave the Notice to End Tenancy stating that they would be moving into the rental unit, and they have done so within a reasonable time after the tenancy ended.

I am not convinced of the landlords had an ulterior motive for ending the tenancy, and I accept that they fully intend to live in the rental unit even though they have listed it for sale.

### Conclusion

This application for compensation is dismissed with leave to reapply if the landlords do not continue living in the rental unit for at least six months.

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: April 03, 2012.

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Residential Tenancy Branch