



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This matter dealt with an application by the Tenants for a Monetary Order for compensation for damage or loss under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Tenants' evidence indicates that they served the Landlord/Purchaser with the Application and Notice of Hearing (the "hearing package") by registered mail on May 2, 2012. I find that the Landlord/Purchaser was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is there loss or damage to the Tenants and if so how much?
2. Are the Tenants entitled to compensation for the loss or damage and if so how much?

### Background and Evidence

This tenancy started in May, 2011 as a month to month tenancy. Rent was \$1,300.00 per month payable in advance of the 31<sup>st</sup> day of each month. The Tenant paid a security deposit of \$650.00. The Tenants said they moved out of the rental unit on October 31, 2012 as a result of receiving a 2 Month Notice to End Tenancy for the sale of the Property.

The Tenants said the Landlord/Purchaser should compensate them the equivalent of 2 month's rent in the amount of \$2,600.00, because the Landlord/Purchaser purchased the property and then rented it out to non family members. The Tenant said section 51 (2) of the Act says that if a purchaser who has give written instructions to the previous landlord/seller to issue a 2 Month Notice to End Tenancy so that the Purchaser can have the property vacant and if the Purchaser then rents the unit out to a non family members then the Purchaser is liable to the previous Tenants for an amount equivalent to 2 months rent. The Tenant said the Landlord/Purchaser showed the rental unit to potential tenants prior to the Tenants moving out and they believe the Landlord/Purchaser rented the basement unit to non family tenants. The Tenants said they have no prove the Landlord/Purchaser rent the basement unit, but the Tenants

believe the Landlord/Purchaser did because she was showing the basement unit to previous tenants of the Landlord/Purchaser prior to them moving out on October 31, 2012.

The Landlord's Agent said the Landlord/Purchaser has been living in the house since December 12, 2012 the possession date and she has not rented any part of the house to tenants. The Landlord/Purchaser and her son live in the house and the son is an occupant not a tenant.

The Landlord said she did not understand why the Tenants made this application because there are no tenants in the house.

### Analysis

Section 51 (2) of the Act says that if a Tenant receives a 2 Month Notice to End Tenancy and the Landlord does not accomplish the stated purpose for ending the tenancy in a reasonable time period then the tenant **must** be compensated the equivalent of double the monthly rent payable under the tenancy.

The stated reason on the 2 Month Notice to End Tenancy dated September 30, 2012, is for the sale of the property and for the purchaser or close member of the Purchaser's family to **occupy** the rental unit. It is the Landlords' responsibility to confirm the details of the purpose/reason on the 2 Month Notice to End Tenancy prior to issuing the notice and if the purpose/reason of the Notice to End Tenancy is not completed then the Landlord is responsible to pay the tenant an amount equivalent to two month's rent.

In this situation I accept the Landlord/Purchaser's testimony that the Landlord/Purchaser has completed the purpose/reason given for issuing the 2 Month Notice to End Tenancy, because the property was sold and is now occupied by the Purchaser and a close family member of the Purchaser's family the Purchaser's son. Consequently, the Tenants have not established grounds to support their application and I dismiss the application without leave to reapply.

As the Tenant has been unsuccessful in this matter, the Tenant is ordered to bear the cost of the filing fee of \$50.00 that they have already paid.

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*.

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Residential Tenancy Branch