



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

A substantial amount of documentary 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 \$3200.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- On March 31, 2012 the landlord gave her a two month Notice to End Tenancy that stated that the rental property had sold.
- On April 3, 2012 she gave the landlord notice that she would be vacating by April 15, 2012 as she had found a new place to rent.
- She returned possession of the rental unit to the landlord on April 15, 2012.
- She did not pay any rent for the month of April 2012.
- The landlord compensated her in the amount of \$500.00 to assist with her move.
- After vacating she discovered that the rental unit had not sold, and it subsequently was re-rented.

The applicant is therefore requesting an order for one month's rent compensation for having received the Notice to End Tenancy for landlord use, and two months' rent compensation since the landlord did not sell the rental unit.

The respondent testified that:

- He did give a two month Notice to End Tenancy because the rental unit had sold and the subjects had been removed.
- After the subjects had been removed the purchasers financing collapsed and therefore the purchaser back out of the purchase agreement.
- He was unable to sell the rental unit and therefore he did re-rent it.
- The tenant did not pay any rent for the month of April 2012, and therefore he believes she has been compensated with the one month rent required when a two month Notice to End Tenancy is given.
- He does not believe he should have to pay the two months compensation however, because at the time that he gave the notice he fully believed the rental unit had been sold.
- He has also already compensated the tenant with \$500.00 to assist her with her move.
- The tenant did give him notice on April 3, 2012 that she would be vacating on April 15, 2012.

Analysis

When a two month Notice to End Tenancy is given for sale of the rental unit, the landlord is required to compensate the tenant the equivalent of one month rent, which in this case would be \$1050.00

In this case the tenant did not pay any rent for the month of April 2012, however she gave proper notice and vacated on April 15, 2012 and therefore she has been compensated with the equivalent of one half of a month's rent (\$525.00) by not paying any rent for the month of April.

The tenant has also been compensated a further \$500.00 directly from the landlord.

The total of the landlord has compensated the tenant is \$1025.00, and therefore it is my decision that the landlord must compensate the tenant a further \$25.00 for having given the two month Notice to End Tenancy.

Further if the landlord fails to comply with the reasons given on the Notice to End Tenancy, the landlord must pay the equivalent of two months' rent to the tenant, which in this case totals \$2050.00.

Therefore since the landlords Notice to End Tenancy stated that the rental unit had been sold, and in fact it was not sold, it is my decision that the landlord must pay the penalty of \$2050.00.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondents to pay \$2125.00 to the applicant.

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: September 12, 2012.

Residential Tenancy Branch