



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for compensation for loss under the Act.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Issue(s) to be Decided

Is the tenant entitled to compensation for loss under the Act?

### Background and Evidence

The tenant stated that he was given a 2 month notice to end tenancy for landlord use of property (the "notice"). The tenant stated the landlord did not use the property as stated in the notice and he is entitled to receive compensation based on two months of rent. No copy of the notice was submitted as evidence.

The tenant submits as evidence a letter dated June 28, 2012, from the landlord. The letter states in part:

*"....it is with great regret that I write this letter to you. We have been given notice by our landlord to move out of our home by August 31, 2012. So we will need a place to live for September 1<sup>st</sup>.....Having said that, we are looking at another option and that is, to buy a house. In order to facilitate this, we must list the condo for sale in hopes that we can find something to buy.....if you are interested in buying the unit, I will be happy to give you the first option to buy."*

[Reproduced as written.]

On July 19, 2012, the tenant entered into a contract of purchase and sale agreement with the landlord and the tenant became the owner of the property on August 31, 2012. Filed in evidence is a copy of the contract agreement.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant stated that he received a two month notice to end tenancy for landlord use of property. Even if I accept a two month notice was served on the tenant for landlord use of property. The documentary evidence support the parties entered into a purchased agreement and the tenant became the owner of the property on August 31, 2012.

The contract of purchase and sale addendum states in part:

*"The buyer is also the current tenant and agrees to waive the payment of \$1425.00 by the seller/landlord as outlined in the notice to end tenancy"*

[Reproduced as written.]

I find it would be reasonable to conclude, by the actions of the tenant, that the tenant was also waiving any rights to further compensation under the same notice. The tenant was clearly aware when he signed the agreement that the landlord would not be moving into the unit.

I find that the landlord had the right to rely on the actions of the parties that the tenancy was ending by mutual agreement when they signed the contract of purchase and sale. I find any compensation awarded to the tenant and now purchaser would result in an unjust enrichment.

I find the tenancy ended on August 31, 2012, by mutual agreement when the tenant became the owner of the property.

As a result, I dismiss the tenant's application without leave to reapply.

Conclusion

The tenant's 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*.

Dated: March 19, 2013

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Residential Tenancy Branch

