



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Keller Williams Valley Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC; O; FF

Introduction

This Hearing was convened on the Tenant's Application filed June 14, 2014, for "other" orders and to recover the cost of the filing fee from the Landlords. On June 27, 2014, the Tenant amended her Application to include a request for compensation for damage or loss under the Act, regulation or tenancy agreement.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenant served the Landlord KN with the Notice of Hearing package, including her amended Application and her documentary evidence, by registered mail sent June 27, 2014. It was also determined that the Tenant served the Landlord KVVH by hand-delivering the documents on June 27, 2014.

Preliminary Matter

The Tenant's Application for Dispute Resolution indicates that she is seeking "other" relief; however, she did not provide sufficient details in her Application with respect to what other relief they were seeking. When a party seeks "other" relief, the Application for Dispute Resolution requires the Applicant to provide details in the "Details of Dispute Resolution" section. No details were provided. Therefore this portion of her application is dismissed.

Issues to be Decided

- Is the Tenant entitled to compensation pursuant to the provisions of Section 51(1) and (2) of the Act?

Background and Evidence

The parties entered into a tenancy agreement on April 5, 2013. A copy of the tenancy agreement was provided in evidence. The tenancy commenced on April 19, 2013, for a fixed length of time, ending on May 30, 2014. At the end of the term, the tenancy could continue on a month-to-month basis or another fixed length of time. Monthly rent was \$925.00, due on the first day of each month.

On March 20, 2014, the Landlord's agent issued a 2 Month Notice to End Tenancy for Landlord's use, effective May 31, 2014. A copy of the Notice was provided in evidence. The reason listed on the Notice for ending the tenancy is:

"The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse."

The Tenant accepted the Notice and moved out of the rental unit on April 30, 2014. The Tenant seeks compensation pursuant to the provisions of Section 51(1) of the Act, in the amount of \$925.00.

The Tenant testified that after she moved out of the rental unit, the Landlord put the unit up for sale. The Tenant provided a copy of the listing, dated June 27, 2014, in evidence. The Tenant submitted that the Landlord did not "take steps toward the purpose for which Notice was given" and therefore, she seeks compensation pursuant to the provisions of Section 51(2) of the Act.

The Landlord KN testified that he has owned the rental unit since 2005. He stated that his son lived in the building until 2011. The Landlord KN stated that in 2011 the market value of the rental unit had dropped \$55,000.00 since he purchased it in 2005. He testified that the strata bylaws allow only 5 suites to be rented out in the building and that the maximum number had been rented out, but that the strata corporation allowed him to rent out the rental unit due to hardship. He testified that he rented it to someone else for a period of time before renting it to the Tenant. The Landlord stated that after the Tenant moved in, the strata corporation told him he could not rent it out any longer and that they wanted the Tenant to move out within 3 months. The strata corporation then agreed to an extension, but not beyond May 31, 2014.

The Landlord KN stated that he has sold the rental unit for \$35,000.00 less than he paid for it. He was very upset and stated that it was unfair that a strata corporation could insist that a tenant be evicted or the landlord would have to pay heavy fines, and that the Residential Tenancy Act did not take into consideration his set of circumstances with respect to ending a tenancy.

Analysis

Section 51(1) of the Act provides:

Tenant's compensation: section 49 notice

- 51 (1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

The Landlord KN acknowledged that he did not pay compensation to the Tenant pursuant to the provisions of Section 51(1) of the Act. Therefore, I find that the Tenant is entitled to a monetary award in the amount of **\$925.00** for this portion of her claim.

Section 51(2) of the Act provides:

- (2) In addition to the amount payable under subsection (1), if
- (a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or
 - (b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,
- the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

In this case, the Landlord KN put the rental unit up for sale shortly after the end of the tenancy. The Landlord KN indicated during the Hearing on October 28, 2014, that he has sold the rental unit.

Therefore, I find that the Landlords did not comply with the provisions of Section 51(2) of the Act and that the Tenant is entitled to a monetary award in the amount of **\$1,850.00** for this portion of her claim.

The Tenant's claim had merit and I find that she is entitled to recover the cost of the **\$50.00** filing fee from the Landlords.

Conclusion

I hereby provide the Tenant with a Monetary Order in the amount of **\$2,875.00** for service upon the Landlords. This Monetary Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that court.

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: November 21, 2014

Residential Tenancy Branch

