



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mndc, ff

Introduction

The tenant applies for monetary compensation equivalent to double the monthly rent from the landlord.

Issues to Be Decided

Is the tenant entitled to the claimed compensation from the landlord?

Background and Evidence

- This tenancy began about 10 years ago. Monthly rent at the end of the tenancy was \$1,824.80.
- On April 17, 2014, the subject rental property was sold by the landlord to a purchaser, pursuant to a Contract of Purchase and Sale. Under the terms of that agreement, the purchaser was to receive vacant possession on July 1, 2014.
- On April 20, 2014, the purchaser asked the landlord, in writing, to give the required notice under the Residential Tenancy Act to the tenant, that the purchaser or close family member intended to occupy the rental unit.
- On April 23, 2014, the landlord served the tenant with a 2 month Notice to End Tenancy, effective to end the tenancy July 1, 2014, which stated that all conditions for the sale had been satisfied, and the purchaser had asked the landlord to give this notice to the tenant, because the purchaser or a close family member intended in good faith to occupy the rental unit.
- On May 20, 2014, the tenant gave notice he would vacate early, and he vacated June 1, 2014. The tenant received compensation from the landlord, equal to one month's rent.
- In either September or October, the tenant discovered that the rental unit had been demolished. He believes the premises were never occupied after he moved out.

Analysis

When a 2 month notice is given for “landlord use of the premises”, as occurred in this case, section 51(2)(b) of the Residential Tenancy Act provides that in addition to compensation from the landlord that is equivalent of one month’s rent, if the rental unit is not used for the 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, I note that:

1. The tenant received the requisite compensation equivalent to one month’s rent from the landlord;
2. The stated purpose provided in the 2 month Notice was that the purchaser or a close family member would occupy the premises.
3. The premises were demolished within 6 months of the effective date of the Notice.

These facts suggest that the tenant is indeed entitled to the subject compensation, as the demolition of the premises was not the stated purpose for ending the tenancy.

The critical issue in this case, however, is whether the landlord bears any liability for this two month compensation claimed by the tenant. This is not a case where the landlord has failed in his obligations to the tenant in any way, or has demonstrated any bad faith. The landlord was entitled to sell the property, and the subsequent two month Notice given to the tenant was provided at the purchaser’s direction. That Notice accurately stated the reasons for ending the tenancy that had been provided by the purchaser to the landlord.

Importantly, section 51(2)(b) provides that the landlord, or the purchaser (*my emphasis*), as applicable under section 49, must pay the tenant the subject compensation. Under the circumstances of this case, I find that the applicable party is the purchaser, not the landlord.

I therefore dismiss the present claim as against the landlord. This includes the dismissal of the claim for compensation equivalent for two month’s rent, as well as the claim for recovery of the tenant’s filing fee. Liberty is granted to the tenant to reapply for his claim as against the purchaser. I note that the Arbitrator of any such new claim will not be bound by any findings of fact I have made, other than my decision that the landlord is not liable for the compensation claimed by the tenant.

Conclusion

The tenant's claim is dismissed.

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 03, 2015

Residential Tenancy Branch

