



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC

Introduction

This hearing was scheduled in response to the tenants' application for dispute resolution in which the tenant has requested compensation equivalent to double one month's rent as provided by section 51(2) of the Act.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matters

The landlord submitted a copy of a Contract of Purchase and Sale which was sent to the tenant via regular mail the day prior to the hearing. The tenant provided permission for me to review that document.

Issue(s) to be Decided

Is the tenant entitled to compensation pursuant to section 51(2) of the Act in the sum of \$1,300.00?

Background and Evidence

There was no dispute that the tenant lived in the rental unit for approximately six years. On March 25, 2014 the landlord issued a 2 month Notice to end tenancy for landlord's use of property. The Notice was effective June 1, 2014. The reason on the Notice was:

"All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit."

The Contract for Purchase and Sale signed by the purchasers on March 21, 2014 included clause 5, which reads:

"POSSESSION: The Buyer will have vacant possession of the Property at _____p.m. on June 2, 2014 (Possession Date) OR, subject to the following existing tenancies, if any:

VACANT POSSESSION seller to give proper written notice to tenant to vacate as per BC residential tenancy act."*

The purchasers K.F. and T.J. signed the contract.

The landlord then issued the Notice, as requested by the purchasers, accepting that they wished vacant possession in accordance with the requirement of the Residential Tenancy Act. The tenant did not dispute the reason given on the Notice and vacated the rental unit.

Analysis

From the evidence before me I find that the tenancy ended effective June 1, 2014; the date given on the 2 month Notice to end tenancy for landlord's use of the property.

I find that the purchasers requested vacant possession that was based on the only reason applicable when vacant possession is requested upon the sale of a rental unit; that the purchaser or a close family member intended to occupy the rental unit.

As the tenant's application relates to a breach of the reason given on the Notice ending tenancy I find that the seller, named as the respondents on this application for dispute resolution, is relieved of any obligation for payment of compensation.

Any breach of the reason given on the Notice must fall to the purchasers, K.F. and A.J.; who specifically requested the Notice ending tenancy be issued in accordance with the legislation. The only possible reason on the Notice that could be selected when an offer of purchase was made is that requiring possession by the purchaser or a close family member. I find there can be no confusion that this was the intention of the purchasers when they completed clause 5 of the Contract of Purchase and Sale.

Therefore, I find that this application, naming the seller, is incorrect. The tenant has leave to reapply naming the purchasers as respondents.

Conclusion

The application is dismissed with leave to allow the tenant to reapply naming the correct respondents.

This decision is final and binding and 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: June 10, 2015

Residential Tenancy Branch

