



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for loss or damage suffered under the Act, regulation or tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. Both parties confirmed that they had exchanged and received each other's documentary evidence. I am satisfied that all documents have been exchanged and received in accordance with the Act and the Rules of Procedure.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence

The tenants' testimony is as follows. The tenancy began on September 1, 2013 and ended on October 1, 2014. The tenants were obligated to pay \$850.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit. The tenant stated that the landlord issued a Two Month Notice to End Tenancy for Landlord's Use of Property on August 1, 2014 with an effective date of October 1, 2014. The tenant stated that the notice was issued on the basis the landlords were going to move into the house.

The tenant stated that the landlords put the house up for sale on the same day as she received the notice. The tenant stated that since the landlords did not issue the notice for the reason as listed, she is seeking compensation under the Act of the equivalent of two months' rent.

The landlords gave testimony as follows. The landlords stated that they canceled the notice on August 3, 2014. The landlords stated that they thought of the tenant as family

and would attempt to secure her ongoing tenancy as part of the sale conditions, and if not; have her move in with them. The landlords stated that the tenant did not pay any rent for August and only \$350.00 for September. The landlords stated that the tenant was not required to move out as the new owners did in fact sign a one year lease with the tenant to stay on. The landlords stated that they “don’t know why we’re having this hearing”

Analysis

The landlords have submitted extensive documentation for this hearing. In that documentation it clearly shows the tenant did continue on with her tenancy well into November 2014; clearly showing that the tenancy did not end on the effective date of the notice. In addition, the male landlord stated that he was present when his wife informed the tenant that they were “cancelling the notice”. After hearing the testimony and reviewing the documentation before me, I accept the version of the events as stated by the landlords.

The tenants’ testimony was contradictory, unclear and could not be relied upon. Also, the landlords’ documentary evidence supported the fact the tenancy continued on and that the tenant did not vacate the premises even after the property had sold. I find that the tenant is not entitled to compensation as claimed as there was no notice in effect.

Based on the above I dismiss the tenant’s application in its entirety.

Conclusion

The tenants’ application 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: June 29, 2015

Residential Tenancy Branch

