



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 the tenants' application for monetary compensation. The tenants and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on July 15, 2013, with monthly rent of \$1450.00. The tenancy ended on June 1, 2014, pursuant to a notice to end tenancy. On March 31, 2014 the landlord served the tenants with a notice to end tenancy for landlord's use. The notice indicated that the reason for ending the tenancy was that the rental unit would be occupied by the landlord or a close family member.

Tenants' Claim

The tenants stated that it came to their attention that the landlord advertised the rental unit for sale as early as June 22, 2014, and a sign on the property indicated, as of November 10, 2014, that it had been sold. The tenants have claimed compensation equivalent to two months of rent, as set out in section 51 of the Act.

Landlord's Response

The landlord stated that their intention was to live in the rental unit. They stated that they were "in and out" after the tenants vacated, using the unit mostly as a recreational property. The landlord stated that the unit was for sale when the tenants moved out and it had first been listed

many months earlier. The landlord stated that the new owners were scheduled to move in to the rental unit on December 1, 2014, but they asked if they could move in early. The landlord submitted a letter from the new owners of the unit, in which the new owners confirmed that they moved into the unit on November 8, 2014.

Analysis

Under section 51(2) of the Act, when a landlord serves a tenant with a notice to end tenancy for landlord's use, if the landlord has either (a) not taken steps to accomplish the purpose stated on the notice for ending the tenancy within a reasonable period after the effective date of the notice, or (b) the rental unit is not used for at least six months beginning a reasonable period after the effective date of the notice, the landlord must pay the tenant equivalent to double the monthly rent.

In this case, the effective date of the notice was June 1, 2014. The landlord's stated purpose for ending the tenancy was to occupy the rental unit. The landlord sold the unit and the new owners began occupying the unit on November 8, 2014, less than six months after the effective date of the notice to end tenancy. Therefore, the landlord did not occupy the unit for at least six months after the effective date of the notice to end tenancy, and the landlord must pay the tenants compensation equivalent to double the monthly rent of \$1450.00.

Conclusion

The tenants are entitled to compensation of \$2900.00, pursuant to section 51 of the Act.

I grant the tenants an order under section 67 for the balance due of \$2900.00. This order may be filed in the Small Claims Court 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: July 6, 2015

Residential Tenancy Branch

