



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            OPT, OLC, MNDC, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to an order of possession; an order to have the landlord comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement and a monetary order.

The hearing was conducted via teleconference and was attended by the tenant; her advocate and a witness.

The tenant provided documentary evidence to confirm the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Act* by registered mail on July 6, 2015 in accordance with Section 89. The tenant also provided documentary evidence to confirm the landlord received the hearing documents on July 7, 2015.

Based on the documentary evidence of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the tenant clarified that she is stilling living in the rental unit. As such, I confirmed that there is no need for the tenant to obtain an order of possession. I therefore amend the tenant's Application for Dispute Resolution to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement; to a monetary order for compensation and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 28, 47, 52, 67, and 72 of the *Act*.

### Background and Evidence

The tenant testified the tenancy began as a month to month tenancy beginning on July 1, 2013 for a current monthly rent of \$780.00 due on the 1<sup>st</sup> of each month with a security deposit of \$390.00 and a pet damage deposit of \$390.00 paid.

The tenant submits the landlord has sold the residential property and on May 25, 2015 landlord provide to the tenant a handwritten note stating that she is going to need to have the tenant move out of the rental unit no later than July 1, 2015.

The tenant also submitted another handwritten note from the landlord dated June 8, 2015. This note states the property has been sold as of June 8, 2015 and the new owners want the rental unit vacant by July 1, 2015.

The tenant also submits that from the time the landlord issued the handwritten note of May 25, 2015 the landlord continuously harassed her specifically around moving out of the rental unit. The tenant seeks the equivalent of 2 month's rent as compensation for this loss of quiet enjoyment.

### Analysis

Section 49 of the *Act* allows a landlord to end a tenancy if:

- a. The landlord or a close family member of the landlord intends in good faith to occupy the rental unit;
- b. The landlord enters into an agreement in good faith to sell the rental unit; all the conditions on which the sale depends have been satisfied; and the purchaser asks the landlord, in writing, to give notice to end the tenancy if the purchaser or a close family member of the purchaser intends in good faith to occupy the rental unit;
- c. The landlord has all the necessary permits and approvals required by law, and intends in good faith, to:
  - i. Demolish the rental unit;
  - ii. Renovate or repair the rental unit in a manner that requires the rental unit to be vacant;
  - iii. Convert the residential property to strata lots under the Strata Property Act;
  - iv. Convert the residential property into a not for profit housing cooperative under the Cooperative Association Act;
  - v. Convert the rental unit for use by a caretaker, manager or superintendent of the residential property; or
  - i. Convert the rental unit to a non-residential use.

Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice, state the grounds for ending the tenancy; and be in the approved form.

As there is no evidence before me that the landlord issued a 2 Month to End Tenancy for Landlord's Use of Property that would be compliant with Sections 49 and 52, I find the landlord cannot end the tenancy in by way of a handwritten note and if the landlord wishes to end the

tenancy for any reason the landlord must comply with the requirements of the relevant section to end the tenancy and use the form required under Section 52.

Section 28 of the *Act* states a tenant is entitled to quiet enjoyment including, but not limited to, rights to the following: reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with Section 29; and the use of common areas for reasonable and lawful purposes, free from significant interference.

Based on the tenant's undisputed testimony, I find the landlord unreasonably disturbed the tenant during the period from the issuance of the landlord's note of May 25, 2015 to the end of June 2015.

As such, I find the tenant is entitled to compensation from the landlord. While the tenant has claimed an equivalent of 2 month's rent I find this amount, without any specific justification, is not reasonable. I grant the tenant a nominal amount of \$200.00 as compensation.

#### Conclusion

Based on the above, I order that should the landlord wish to end this tenancy they must do so in accordance with all relevant provisions of the *Act*.

In addition, I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$250.00** comprised of \$200.00 compensation owed and the \$50.00 fee paid by the tenant for this application.

I order the tenant may deduct this amount from a future rent payment in satisfaction of this claim, pursuant to Section 72(2)(a).

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: September 02, 2015

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Residential Tenancy Branch

