



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Lee's Village Investment Group Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for monies owed and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 51, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenant has submitted into evidence a copy of a tenancy agreement signed by the parties on April 9, 2012 for a 1 year fixed term tenancy beginning on May 1, 2012 that converted to a month to month tenancy for a monthly rent of \$1,300.00 due on the 1<sup>st</sup> of each month with a security deposit of \$650.00 paid. The tenant vacated the rental unit on April 6, 2015 and confirms that she received compensation equivalent to 1 month's rent and the return of a portion of her April 2015 rent paid.

The tenant has also submitted a copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property issued by the landlord on March 18, 2015 with an effective vacancy date of June 1, 2015 citing that a family corporation owns the rental unit and it will be occupied by an individual who owns, or whose close family members own, all the voting shares and 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 landlord confirmed in his testimony that no one has been living in the rental unit since the tenant vacated the property. He stated that he had originally thought he was going to move in to the unit but later decided to stay closer to his elderly parents. The

landlord also stated that the rental unit sold as of the date of this hearing. The landlord confirmed that at the time that he issued the 2 Month Notice to the tenant he had not entered into any written agreements for the sale of the property.

### 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
  - vi. Convert the rental unit to a non-residential use.

Section 51(1) of the *Act* states that a tenant who receives a notice to end tenancy under Section 49 [landlord's use of property] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

From the testimony of the tenant I am satisfied that the tenant has received the compensation required under Section 51(1).

Section 51(2) states that in addition, if steps have not been taken to accomplish the stated purpose for ending the tenancy under Section 49 within a reasonable time after the effective date or the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice the landlord must pay the tenant an amount that is the equivalent of double the amount of rent payable under the tenancy agreement.

From the testimony of the landlord I find that the landlord did not use the rental unit for the purposes stated in the 2 Month Notice to End Tenancy. Specifically, no family member of the family corporation ever moved into the rental unit. In addition, from the

landlord's own testimony he did not have a purchase agreement that required him to issue the Notice at the time he issued the Notice.

As such, I find the landlord has failed to comply with the purposes set out in the 2 Month Notice issued under Section 49 of the *Act* and as a result the tenant is entitled to additional compensation in the amount equivalent to two month's rent, pursuant to Section 51(2).

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$2,650.00** comprised of \$2,600.00 compensation owed and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: September 29, 2015

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Residential Tenancy Branch

