



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's claim for monetary compensation equivalent to two months of rent, on the basis that the landlord served the tenant with a notice to end tenancy for landlord's use and the rental unit had not been used for the purpose indicated in the notice to end tenancy. The notice to end tenancy for landlord's use indicated that the reason for ending the tenancy was that the rental unit had been sold, and the purchaser intended to occupy the rental unit.

The hearing first convened on July 6, 2015. On that date, the tenant and the landlord called in to the teleconference hearing. The tenant stated in the hearing that she had been informed she could only name the landlord as respondent in this matter. That information was incorrect. Under section 51, either the landlord or the purchaser may be named as a respondent. I therefore determined that it was appropriate to adjourn the hearing and allow the tenant to amend her application to include the purchaser(s) of the rental unit as respondent(s) in this matter.

The hearing reconvened on September 14, 2015. On that date, the tenant, the landlord and one of the two named purchasers called in to the teleconference hearing. The tenant requested that the landlord be removed as a respondent. As the facts showed that the landlord issued the notice to end tenancy in good faith and was no longer involved in the matter, I found it was appropriate to remove the landlord as a respondent in this matter.

In the hearing the parties were given full opportunity to give 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

Is the tenant entitled to compensation under section 51 of the Act?

Background and Evidence

The tenant rented one half of a duplex, with monthly rent of \$1225.00. On August 13, 2014 the landlord served the tenant with a notice to end tenancy for landlord's use. The notice indicated that the reason for issuing the notice was that the rental unit had sold and the purchaser or a close family member of the purchaser intended in good faith to occupy the rental unit. The tenant vacated the rental unit on or about October 31, 2014.

Tenant's Submissions

The tenant stated that she went by the rental property on November 13, 2014 and found a "For Rent" sign in the window. The tenant stated that her sister called the landlord to ask about the unit and was told that it was available for \$1,450.00 plus utilities. The tenant has claimed compensation of \$2,450.00, the equivalent of two months' rent, as set out under section 51 of the Act.

Purchaser's Response

The purchaser responded that her son and a friend moved into the rental unit on or about November 24, 2014. The purchaser stated that her son and his friend had a tenancy agreement with the purchaser, and they paid \$1,200.00 rent plus utilities. The purchaser stated that her son and his friend occupied the unit until the end of June 2015. At that time, the landlord started advertising the unit for vacation rentals. The purchaser stated that the "For Rent" sign was for the other unit in the duplex, and it was to be rented furnished, for \$1,450.00.

Analysis

I find that the tenant is entitled to compensation equivalent to two months' rent, as per section 51 of the Act. I find that as the purchaser rented the unit to her son and his friend under a tenancy agreement, the purchaser did not use the unit for the purpose indicated on the notice to end tenancy.

As the tenant's application was successful, she is entitled to recovery of the \$50.00 filing fee for the cost of her application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$2,500.00. 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: October 2, 2015

Residential Tenancy Branch

