



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Witness provided evidence under oath.

### Issue(s) to be Decided

Did the tenancy end as a result of the Landlord serving a two month notice to end tenancy for landlord's use?

### Background and Evidence

The following are undisputed facts: The tenancy started in 2006 and ended mid October 2013. Rent of \$850.00 was payable monthly. The Parties entered into a mutual agreement to end the tenancy for October 31, 2013 and the Tenant was given free rent for the period August 16 to October 31, 2013.

The Tenant states that in September 2013 the Landlord served the Tenant with a notice to vacate the unit for landlord's use. The Tenant did not provide a copy of this notice and when asked for a description of the notice, described it as a notice "to evict". The

Tenant was unable to recall other details such as whether it was one or two pages. The Tenant states that she was also served with a 10 day notice to end tenancy for unpaid rent. The Tenant states that when the Landlord served the Tenant with the “notice to evict” the Landlord informed the Tenant that the house was purchased by persons wanting to move into the unit. The Tenant states that after moving out of the unit the Tenant saw that the unit remained empty for a period of months and that sometime in the spring 2014 the unit was demolished. The Tenant claims compensation equivalent to two months’ rent.

The Witness states that he was present when the Landlord served the Tenant with a notice to end tenancy and heard the Landlord inform the Tenant that the purchasers told the Landlord that people would be moving into the unit but the Landlord did not believe this.

The Landlord states that the Tenant was never served with a two month notice to end tenancy for landlord’s use but that the Tenant was served in early September 2013 with a 10 day notice to end tenancy for unpaid rent for unpaid August 2013 rent. The Landlord states that the Tenant said that she did not want to move out of the unit right away so the Parties entered into the mutual agreement to end the tenancy. The Landlord states that the unit was not sold until after the Tenant was served with the 10 day notice for unpaid rent.

### Analysis

Section 51 of the Act provides that a tenant who receives a two month notice to end tenancy for landlord’s use is entitled to receive, in addition to the initial one month compensation, a further two month’s compensation from the landlord or purchaser, as applicable, if the unit is not used for the purpose stated on the notice. Given the lack of a copy of a two month notice for landlord’s use from the Tenant and considering the undisputed evidence that the Parties mutually agreed to end the tenancy I find that the Tenant has not substantiated on a balance of probabilities that the Tenant received a

two month notice to end tenancy for landlord's use. As the Tenant has not substantiated this pre-condition to further compensation, I dismiss the application.

Conclusion

The 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: December 10, 2015

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Residential Tenancy Branch

