



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bruce Ward Realty Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was reconvened in response to an application by the Tenants 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 Tenants were given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matters

The original hearing was adjourned in order to provide time to the original Parties to provide evidence to the RTB and for the Tenant to add another Respondent. The amendment was made on July 15, 2016. The corporate Landlord and Tenant agree that the appropriate Respondent Party has now been added and agree that the corporate Landlord should not be liable for the compensation claimed by the Tenant. Based on this agreement I dismiss the application against the corporate Landlord.

Issue(s) to be Decided

Is the Tenant entitled to the compensation claimed?

Background and Evidence

The following are undisputed facts: The tenancy started in May 2013 and ended on September 11, 2015. Rent of \$1,750.00 was payable monthly. The tenancy ended when the unit was sold and the purchasers asked the seller to end the tenancy as the purchasers were to move into the unit. A “Buyers Notice to Seller for Vacant Possession of a Tenant Occupied Property” dated August 5, 2015 was given to the seller of the unit. The corporate Landlord named herein subsequently served the Tenants with a 2 month notice to end tenancy for landlord’s use of property (the “Notice”) setting out the reason that the purchaser or family member intends in good

faith to occupy the unit. After the Tenants moved out the unit was listed for rent and then rented for December 1, 2016.

Landlord OO states that he and he and his mother, the other purchaser, originally had the good faith intention to move into the unit but due to family matters, trips out of country and their inability to downsize and make preparations to move out of their existing home, the unit was rented immediately after the sale closed.

The Tenant claims compensation of \$3,500.00.

Analysis

Section 51 of the Act provides that where a tenancy ends for landlord's use of property and the rental unit is not used for the purpose stated on the notice for at least 6 months beginning within a reasonable period after the effective date of the notice, the landlord or purchaser as applicable must pay the tenant double the monthly rent payable under the tenancy agreement. The Act does not provide for any exceptions for the unit not being used for the purpose stated on the notice to end tenancy. As a result the buyer's evidence of and reasons for having changed their mind about moving into the unit is not relevant. Based on the undisputed evidence that the unit was rented out within weeks after the Tenants moved out, I find that the Tenant has substantiated an entitlement to double the monthly rent in the total amount of \$3,500.00. As the Tenant has been successful with its application I find that the Tenant is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$3,550.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$3,550.00**. If necessary, 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: August 04, 2016

Residential Tenancy Branch

