



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, O, FF

### Introduction

The applicant, one of two tenants, applies for a monetary award in an amount equivalent to two months' rent pursuant to s. 51 of the *Residential Tenancy Act* (the "Act"). The two month Notice to End Tenancy in question, dated July 20, 2016, and which was not challenged by the tenants, was given on the ground that "the landlord intends to convert the residential property to strata lots or a not-for-profit housing cooperative." It was given by the respondent landlord Ms. R.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Has the landlord taken steps to accomplish that stated purpose for ending the tenancy within a reasonable period after the September 30, 2016 effective date of the notice?

### Background and Evidence

The rental unit is the upper portion on one side of a legal duplex. The lower portion of the duplex had been rented to others.

The tenant and her cotenant received the Notice in July. They accepted the Notice on its face and vacated the premises by the September 30 effective date. Deposit money

was returned and the tenants received their last month rent free, as allowed under s. 51 of the *Act*.

The applicant tenant returned to the property in early October to retrieve mail. At that time she discovered that there were new tenants in the rental unit, and they had a new landlord.

She contacted the local government and determined that no application or permit had been issued to convert the premises. This application resulted.

The tenant says she again checked with the local government a few days before this hearing and still, no application or permit had been issued to convert the premises, though an application had been made for the other side of the duplex.

The respondent landlord testifies that she and her husband, who was also a landlord of the tenants, sold the property with a possession date of September 30. They were told through their realtor that the buyer was converting the premises to strata units. Through their realtor they were provided with a written notice from the purchaser that he intended to “convert to strata lots or a not-for-profit housing cooperative” with a request that the landlords give the tenants a notice ending the tenancy September 30.

They issued the Notice in question accordingly.

### Analysis

Section 49 of the *Act* permits a landlord to end a tenancy on two months’ Notice in the event that the landlord intends in good faith to either convert the residential property to strata lots under the *Strata Property Act* or convert the residential property into a not-for-profit housing cooperative under the *Cooperative Association Act*. They are separate and distinct grounds.

The ending of a tenancy is a serious matter. It results in a tenant losing her home and having to move. A landlord purporting to end a tenancy for her own purposes will be required to strictly comply with the *Act*.

In this case the landlords were the respondent Ms. R. and her husband. The new purchaser never became the tenants’ landlord.

Only a landlord may propose to end a tenancy to convert the premises to strata lots or a not-for-profit cooperative. There is no provision for a purchaser to require a vendor/landlord to give a Notice on such grounds.

By giving this Notice the landlord Ms. R. represented that it was she who was carrying out the conversion to strata lots or a not-for-profit- housing cooperative.

Section 51 of the *Act* provides that if steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 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 monthly rent payable under the tenancy agreement.

In this case the facts are clear that the landlord Ms. R. did not carry out either of the stated purposes for the Notice and never will; the property has been sold.

It follows that the applicant tenant is entitled to recover an amount equivalent to two months' rent. I award her \$2366.00 as claimed, plus recovery of the \$100.00 filing fee for this application.

### Conclusion

The tenant's application is allowed. She will have a monetary order against the respondent landlord in the amount of \$2466.00.

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 16, 2016

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Residential Tenancy Branch