



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent and to recover the filing fee from the landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The tenancy began on July 1 2013. Rent in the amount of \$850.00 was payable each month. The tenant paid a security deposit, which was transferred to the new owner of the property.

The landlord testified that the tenant was served with a 2 Month Notice to End Tenancy for Landlord's Use of Property as the purchaser wanted vacant possession of the property. The landlord stated that the tenant was given permission to withhold rent for April 2016, as that was to be the last month they were going to be living in the rental unit.

The landlord testified that the tenant's new rental accommodations did become available. The landlord stated that as a result, the tenant, purchaser and the landlord agreed to continue the tenancy and the purchased documents were amended. The landlord stated that as all parties agreed the tenancy would continue.

The tenant acknowledged they did not pay rent for April 2016. The tenant stated since they were the first one to approach the purchaser to see if they could continue to reside in the premises and since the purchaser plans to demolish the property at some point they are still entitled to compensation.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant received a notice to end tenancy; however after the tenant consulted with the purchaser, the landlord they all agreed the tenancy would continue, and the purchase agreement was amended. Therefore, I find it reasonable to conclude that all parties agreed that the notice was no longer in effect. I find the tenant was required to pay rent for April 2016.

Whether or not the new property owner has other plans for the property in the future that is unrelated to the notice that was issued by the landlord on February 27, 2016. Should the new owner seek to end the tenancy they are required to serve the tenant notice with the stated reason.

I find that the landlord has established a total monetary claim of **\$950.00** comprised of unpaid rent for April 2016, and the \$100.00 fee paid for this application. I grant the landlord an order under section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order for unpaid rent.

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: January 11, 2017

Residential Tenancy Branch