



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing dealt with the tenants' application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The female tenant SAA (the tenant) confirmed that the tenants received the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) on or about November 14, 2014. The female landlord JR (the landlord) confirmed that on December 20, 2014, the tenants gave their notice to end this tenancy by January 1, 2015. I find that these notices were served in accordance with sections 49, 51 and 88 of the *Act*.

The landlord confirmed that the landlords received copies of the tenants' dispute resolution hearing package sent by the tenants by registered mail on December 30, 2016. I find that the landlords were duly served with these packages in accordance with section 89(1) of the *Act*.

As the tenants did not send the landlords a copy of their written evidence package, I have not taken this evidence into account in reaching my decision. The tenant did provide sworn testimony regarding the key contents of their written evidence package, the most important of which was the actual 2 Month Notice issued by the landlords. The landlords did not enter any written evidence for consideration.

Issues(s) to be Decided

Are the tenants entitled to a monetary award for damages arising out of the landlords' failure to use the rental premises for the reasons cited on the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice)?

### Background and Evidence

This tenancy commenced in approximately 2010, when the tenants entered into a tenancy agreement with the former owners of this property. In 2014, the landlords purchased the property. Monthly rent by the end of the tenancy was set at \$1,300.00, payable in advance on the first of each month. Although the tenants paid a security deposit at the beginning of this tenancy, the parties agreed that the landlords returned this deposit to the tenants when this tenancy ended on or about January 1, 2015.

The parties agreed that the tenants received compensation from the landlords in the amount of \$1,300.00, the equivalent to one month's rent as a result of the landlords' issuance of the 2 Month Notice.

The tenants' application for a monetary award of \$2,600.00 was for the landlords' alleged failure to use the property for the purpose stated on the 2 Month Notice. The landlord confirmed that the reason cited on the 2 Month Notice was as follows:

- *The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant...*

The tenant said that within ten days of vacating the rental unit, the landlords had listed the rental property for sale. She alleged that the landlords had no intention of using the property for the purposes stated on their 2 Month Notice. The tenants applied for compensation pursuant to section 51(2) of the *Act*.

The landlord said that the landlords cited the reason on their 2 Month Notice because it was the only reason that they could identify in order to give the tenants two months to find another rental unit. She testified that the landlords did not have the necessary permits in place when they issued the 2 Month Notice. She said that she and her husband had planned to move into this home with their parents, but they were unable to find schools that were suitable for their children. She confirmed that the landlords listed the property for sale within two weeks of obtaining vacant possession of the rental unit. She said that the property sold within about two months of its listing.

### Analysis

Section 51(2) of the *Act* reads as follows:

**51** (2) *In addition to the amount payable under subsection (1), if*

*(a) 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, or*

*(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,*

*the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement...*

There is undisputed evidence that the landlords did not use the rental unit for the reason stated in the 2 Month Notice. In this case, the landlords listed the rental property for sale within 10-14 days of obtaining vacant possession of the rental unit from the tenants. Under these circumstances, I allow the tenants' application for a monetary award of \$2,600.00, the equivalent of two month's rent.

#### Conclusion

I issue a monetary award in the tenants' favour in the amount of \$2,600.00. The tenants are provided with these Orders in the above terms and the landlord(s) must be served with this Order as soon as possible. Should the landlord(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: May 09, 2017

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Residential Tenancy Branch