



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

On April 19, 2017, the Tenant submitted an Application for Dispute Resolution for a monetary order for money owed or compensation for damage or loss under the Act, the regulation, or a tenancy agreement, and to recover the filing fee for the Application.

The matter was set for a conference call hearing. The Landlord and Tenant appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Tenant entitled to compensation from the Landlords?

### Background and Evidence

The Tenant testified that she received a 2 Month Notice To End Tenancy For Landlord's Use Of Property from the Landlord ("the 2 Month Notice"). The Tenant provided a copy of the 2 Month Notice.

The reason within the 2 Month Notice for ending the tenancy is:

- *All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the Landlord in writing, to give this Notice because the*

*purchaser or a close family member intends to in good faith to occupy the rental unit.*

The Tenant accepted the 2 Month Notice and moved out of the rental unit.

The Tenant alleges that the purchaser of the property did not use the rental unit for the stated purpose in the 2 Month Notice, and the Tenant is seeking compensation in the amount of \$2,000.00.

In response to the Tenant's application the Landlord provided a copy of the sale agreement for the property. The Agreement indicates that the purchaser of the property gave notice to the seller that the purchaser requires the property for personal use and requested that the seller issue a notice to end tenancy to the Tenants.

The Tenant's application does not name the purchasers of the property, and the purchasers were not present in the hearing.

### Analysis

Section 51 (2) of the Act states that 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. **[my emphasis]**

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

The Landlord issued the 2 Month Notice on behalf of the purchaser and have not breached the Act. The Landlords are not responsible to compensate the Tenants.

If it is determined that the purchaser of the property did not use the property for the stated purpose pursuant to section 49 of the Act, the purchaser(s) must pay the Tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

Since the purchaser(s) of the property were not named in the Tenant's Application, the Tenant's claim cannot proceed today.

The Tenant has leave to reapply for dispute resolution.

### Conclusion

The Tenant has failed to establish that the Landlords breached the Act, the regulation, or the tenancy agreement. The Tenant's application seeking compensation against the Landlord is dismissed.

Since the purchaser(s) of the property were not named in the Tenant's Application, the Tenant's claim could not proceed.

The Tenant has leave to reapply for dispute resolution.

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: September 22, 2017

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Residential Tenancy Branch