



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the filing fee from the landlords for the cost of the application.

The tenant and both landlords attended the hearing and each gave submissions.

The tenant was served with a Two Month Notice to End Tenancy for Landlord's Use of Property. The landlords have provided evidence of having sold the rental unit and a notice from the purchaser requesting that the landlords give the notice to end the tenancy because the purchaser, or a close family member, intends in good faith to occupy the rental unit. The tenant submits that the purchaser has not moved into the rental unit and it remains vacant. The landlords named in this application are the sellers.

The Residential Tenancy Act states (underlining added):

49 (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.

The tenant also submitted that someone at the Residential Tenancy Branch advised the tenant to name the sellers who were the landlords during the tenancy, and also submitted that the tenant isn't even certain that the landlords actually sold the rental unit.

If the landlords had not sold the rental unit, the tenant would be at liberty to bring this application against them pursuant to Section 49 (2) (a). However, the landlords have provided evidentiary material to substantiate the submission that the rental unit did in fact sell to the purchaser. The landlords have no control over what the purchaser actually does, and I find that the landlords are not liable. The tenant is at liberty to bring an application as against the purchaser.

Conclusion

For the reasons set out above, the tenant's application as against the landlords herein is hereby dismissed.

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: November 16, 2017

Residential Tenancy Branch