



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL MNDC OLC FF

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. The participatory hearing was held, by teleconference, on May 3, 2019. The Tenants applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties were present at the hearing and provided testimony. Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Both parties confirmed receipt of each other's evidence.

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.

### Preliminary Matters

The Tenants testified that they have moved out of the rental unit. As such, all of the grounds on their application are now moot, with the exception of their request for monetary compensation.

The Tenants indicated they want compensation, pursuant to section 51 of the Act, because the Landlord is trying to sell the house, rather than have a family member move in (which was the basis for the 2-Month Notice). I note the Tenants just moved out of the property, 3 days ago, and as such, their application for compensation under section 51(2) is premature. Section 51(2) states the following:

**Tenant's compensation: section 49 notice**

**51** (2) Subject to subsection (3), the landlord or, if applicable, the purchaser who asked the landlord to give the notice must pay the tenant, in addition to the amount payable under subsection (1), an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement if

(a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or

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

At this point, the Tenants must allow the Landlord the opportunity to accomplish the stated purpose for ending the tenancy (as identified on the Notice). Should the Landlord not accomplish the stated purpose, or use it this way for at least 6 months, the Tenants may wish to re-apply for monetary compensation. However, at this point their application is premature, and I dismiss it, with leave.

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 6, 2019

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Residential Tenancy Branch