



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

:

- a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to sections 51 and 67.

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 landlord was assisted by their legal counsel. The parties confirmed that they had exchanged their documentary evidence. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision. The hearing proceeded and completed on this date.

Issue(s) to be Decided

Is the tenant entitled to a monetary order the equivalent of twelve months' rent as claimed?

Background and Evidence

The tenant gave the following testimony. The tenant testified that he moved into the unit on August 1, 2016. The tenant testified that his monthly rent was \$1350.00 throughout his tenancy. The tenant testified that he received a Four Month Notice to End Tenancy for Demolition, Renovation, Repair, or conversion of a Rental Unit on February 27, 2019 and moved out on July 31, 2019.

The tenant testified that he was told by the respondents that the property had been sold and that the purchaser wanted vacant possession to conduct extensive renovations.

The tenant testified that in early July he had overheard the purchaser trying to sell the property and later found a posting of his unit on Facebook for rent. The tenant testified that he feels that he has been “renovicted”. The tenant testified that the purchaser did not do any of the renovations and that they probably just rented the unit at a higher price. The tenant submits that since the landlords issued the notice, they should compensate him the equivalent of 12 months rent for a claim of \$16,200.00.

The landlords and their counsel provided the following testimony and submissions. Counsel submits that the tenant has filed this application against the wrong people. Counsel submits that the purchaser provided an electrical permit and requested in writing as part of the terms of sale, that the landlords were to end the tenancy so that they could have vacant possession to conduct extensive renovations.

Counsel submits that the tenant is essentially seeking a “windfall” at the expense of two elderly seniors who simply abided by the Act and the conditions to complete a sale. Counsel submits that the purchaser bought the property from the landlords and then assigned the sale to another purchaser. Counsel submits that those are the two parties that have “caused harm” to the tenant and not his clients.

Counsel submits that the tenants claim should be dismissed as he has filed against the wrong individuals. PL testified that the tenant filed this application without ever discussing it with him. SL testified that if the tenant had contacted them, they could have easily explained the circumstances and avoided this hearing.

Analysis

While I have turned my mind to all the documentary evidence and the testimony, submissions and argument of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspect of the tenant’s claim and my findings is set out below. The tenant vacated the unit on July 31, 2019 pursuant to a 4 Month Notice. The tenant submits that the landlord issued the notice, so they are responsible for compensating him. The landlords counsel submits that as per Residential Tenancy Branch Rule 7; the matter should be adjourned to another date so that the purchasers should be added to this hearing.

The landlords sold the unit and all the conditions of sale were satisfied. The landlords issued the notice because **the purchaser asked them to do so, in writing**. The landlords provided a written copy of the request as part of the Contract of Purchase and

Sale. The landlords testified that they had no idea that the purchaser would not conduct the renovations and then sell the property so quickly.

Section 51 of the Act addresses the issue before me as follows.

Section 51(1) of the Act requires that a landlord, who gives a notice under section 49, including the form of notice that is the subject of this application, must pay the tenant an amount equivalent to one month's rent. Section 51 (2) of the Act states as follows:

- (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 twelve months rent payable under the tenancy agreement.

I do not agree with counsel that the matter should be adjourned to add additional parties to this hearing; as I find that it is not necessary under these circumstances and would cause further unnecessary hardship and burden to the landlords. However, I fully agree with counsel that the tenant has a responsibility to allocate liability to the party who caused the harm; which I find the tenant has not. I further agree with counsel that the tenant has filed this application against the wrong parties.

I find that the purchaser initiated the entire process by requesting in writing that the landlords end the tenancy pursuant to section 49 of the Act. It is not the landlord's responsibility to ensure that the purchaser carries out his intentions. I find that landlords are not the party that "caused the harm" and are not responsible for compensating the tenant, accordingly; I dismiss the tenants' claim.

Conclusion

The tenant's application against the landlords in this hearing is dismissed without leave to reapply.

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 29, 2019

Residential Tenancy Branch