



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on August 31, 2020 (the “Application”). The Tenant applied for compensation for monetary loss or other money owed.

The Tenant appeared at the hearing. The Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered the documentary evidence and all oral testimony of the parties. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Tenant entitled to compensation for monetary loss or other money owed?

Background and Evidence

The Tenant sought \$16,200.00 in compensation pursuant to section 51 of the *Residential Tenancy Act* (the “Act”) based on the Landlord failing to follow through with the stated purpose of a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit (the “Notice”).

A written tenancy agreement was submitted as evidence. The tenancy started February 01, 2018 and was for a fixed term ending February 01, 2019. It then became a month-to-month tenancy. Rent was \$1,300.00 due on the first day of each month.

The Tenant advised that rent was \$1,350.00 at the end of the tenancy.

The parties agreed the Tenant vacated the rental unit August 01, 2020.

The Tenant submitted the first page of the Notice. The Landlord submitted three pages of the Notice.

There was no issue that the Tenant was given the Notice.

The Tenant could not recall if he was served all three pages of the Notice but said he believes he was. The Tenant said he believes that the ground for renovation and demolition was checked off on page two of the Notice but that he cannot remember if any grounds were checked off.

The Tenant testified as follows. He and the Landlord talked about the Notice and the Landlord said he had to sell the rental unit or move into it. The Landlord then gave him the Notice and a Mutual Agreement to End a Tenancy form. He went over the documents quickly and signed them. He thought the documents were one form. He was under the impression the entire time that the Landlord was going to move into the rental unit and do some renovations and work on the place. He found out a few days after he vacated that the rental unit had been sold. The Landlord never renovated or demolished the rental unit. There were no major renovations needed to the rental unit. The Landlord did not use the rental unit for the reasons he provided to the Tenant as the reason for the eviction.

The Landlord testified as follows. All three pages of the Notice were served on the Tenant. None of the grounds on page two were checked off. Nothing was provided to the Tenant with the Notice and Mutual Agreement to End a Tenancy form. The Tenant knew he was signing two forms. He gave the Notice and Mutual Agreement to End a Tenancy form because he did not know what form to use. He had to move into the rental unit or sell it. He was going to do renovations if he moved in. The Tenant agreed to move out and in fact gave verbal notice that he would be moving August 01, 2020, which the Landlord accepted. A day after the Tenant vacated, someone approached him and asked to purchase the rental unit and he sold it. The purchaser became the owner August 31, 2020.

In reply, the Tenant testified that he was under the impression all along that he had to move and was looking for a place which is why he vacated August 01, 2020. The Tenant testified that he vacated because the Landlord wanted to move into the rental unit.

Analysis

The Notice was issued pursuant to section 49(6) of the *Act* which states:

(6) A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

- (a) demolish the rental unit;
- (b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;
- (c) convert the residential property to strata lots under the Strata Property Act;
- (d) convert the residential property into a not for profit housing cooperative under the Cooperative Association Act;
- (e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;
- (f) convert the rental unit to a non-residential use.

Section 51 of the *Act* sets out compensation due to tenants served with a notice to end tenancy issued under section 49 of the *Act* and states:

(2) Subject to subsection (3), the landlord...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.

(emphasis added)

I am satisfied based on the testimony of the Landlord and copy of the Notice submitted by the Landlord that there were no grounds checked off on page two of the Notice. The Tenant was not clear on this point and I did not find his testimony on this point reliable. Further, the Tenant said the ground for renovation and demolition was checked off, yet these are separate grounds and not one ground. Further, the Tenant did not submit page two of the Notice to show which grounds were checked off on the copy of the Notice he received, if any.

I am not satisfied the Tenant is entitled to compensation given the Notice had no grounds checked off for two reasons.

First, the Notice was not a valid notice as it did not comply with section 52(d) of the *Act*. The Tenant was not required to move out pursuant to the invalid Notice. The Tenant should have disputed the Notice if he did not wish to move. I acknowledge that in most circumstances non-compliance with section 52 of the *Act* will not preclude a tenant from being successful under section 51 of the *Act*. However, here the Tenant received a notice with no grounds listed for the notice. This is an obvious deficiency and I find it serious enough that the Tenant should have been alerted to the fact that the Notice was not valid.

Second, I am not satisfied the Landlord has failed to accomplish the stated purpose for ending the tenancy or not used the rental unit for the stated purpose for at least six months' duration because there is no stated purpose on the Notice. The Notice was issued for no stated reason or purpose. I am not satisfied the Landlord can fail to follow through with the stated purpose of the Notice when there is no stated purpose.

I acknowledge that the parties discussed why the Landlord wished to end the tenancy. However, a verbal discussion about this is not sufficient. I find section 51(2) of the *Act* refers to the stated purpose on the notice to end tenancy as being issued a notice to end tenancy under section 49 of the *Act* is a precondition to being entitled to compensation under section 51 of the *Act*.

In the circumstances, I am not satisfied the Tenant is entitled to compensation as I am not satisfied section 51(2) of the *Act* applies. The Application is dismissed without leave to re-apply.

Conclusion

The Application is dismissed without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 11, 2020

Residential Tenancy Branch