



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REMAX RHC REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RPP, MNDCT,

### Introduction

On March 25, 2020, the Tenants applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking the return of personal property. The Tenants also applied for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The matter was scheduled as a teleconference hearing. The Tenants and the Landlord’s agent (“the Landlord”) attended the hearing. At the start of the hearing, I introduced myself and the participants.

The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They provided affirmed oral testimony and were given an opportunity to make submissions during the hearing. The parties were cautioned that recording the hearing is not permitted.

The parties testified that they have exchanged the documentary evidence before 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

- Are the Tenants entitled to the return of personal property?
- Are the Tenants entitled to money owed or compensation for damage or loss?

### Background and Evidence

The Landlord and Tenants testified that the tenancy began July 15, 2019, on a month-to-month basis. Rent in the amount of \$1,000.00 was due to be paid to the Landlord by

the first day of each month. The Tenants paid the Landlord a security deposit of \$500.00, and a pet damage deposit in the amount of \$500.00.

Compensation for Damage or Loss

The Tenants are seeking compensation of \$12,000.00 which is 12 months rent payable under the tenancy agreement.

The tenancy ended based on the Landlord issuing a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit dated November 21, 2020 ("the Four Month Notice"). The effective date of the Four Month Notice is March 31, 2021. The Four Month Notice cites the following reason for ending the tenancy:

*I am going to demolish the rental unit.*

The Four Month Notice indicates that the Landlord has obtained all permits and approvals required by law to do the work. The Four Month Notice provides that the Landlord has a building permit from the city issued on November 17, 2020 and provides the permit number.

The Tenants accepted the Four Month Notice and gave early notice to move out of the rental unit for February 28, 2021.

The Tenants submitted that the Landlord put the rental unit which is a manufactured home up for sale after they moved out. The Tenants stated that the Landlord never actually sold the manufactured home, and the home was eventually demolished. The Tenants submitted that the Landlord did not show good faith because the Landlord attempted to sell the rental unit and did not demolish it until after the Tenants applied for dispute resolution.

In reply, the Landlord testified that owners planned to build their retirement home on the property. He submitted that when the Tenants gave early notice to vacate, the Landlords thought that they might sell the unit to someone who would move it off the site rather than demolish it and sent it to the landfill.

The Landlord testified that the manufactured home was destroyed on May 22, 2021. The Landlord testified that the demolition was delayed due to salvaging of building materials and environmental concerns.

Return of Personal Property

The Tenants are seeking the return of personal property. The Tenants testified that the ground was frozen when they moved out, so they asked the Landlord if they could return to the property and retrieve some potted plants and planter boxes left behind. The Tenants stated that on March 3, 2021 the Landlord agreed that they could come retrieve the plants at a later time.

The Tenants testified that on March 25, 2021, they contacted the Landlord to arrange to come get the plants and they got no response. The Tenants submitted that the Landlord's evidence suggests that the items / plants are no longer there.

In reply, the Landlord testified that he informed the Tenants that he would check with the owner to see if he would agree for the Tenants could return to the rental property. The Landlord testified that he did not hear back from the owner.

The Landlord testified that the area was a construction zone, and he presumes that the garden was driven over and destroyed. The Landlord testified that the Landlord did not conduct an assessment of value on the Tenants plants; however, he stated that the value was not in excess of \$500.00.

In reply, the Tenants stated that the cost for the dirt in the pots and planter boxes exceeded \$500.00.

### Analysis

Section 7 of the Act provides,

*if a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*

Section 51 (2) of the Act provides:

*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.*

Pursuant to section 25 of the Residential Tenancy Regulation a Landlord is required to inventory and store Tenants belongings unless the Landlord reasonably believes that the property has a value of less than \$500.00.

Based on the affirmed testimony of the Landlord and Tenant, the documentary evidence, and on a balance of probabilities, I make the following findings:

*Compensation for Damage or Loss*

I accept the Tenants' submission that the Landlord had placed the manufactured home up for sale. I note that the Landlord was did not attempt to sell the residential property, only the manufactured home. I accept the Tenants' testimony that the manufactured home was not sold and was demolished.

I accept the evidence before me that the manufactured home was demolished on May 22, 2021. The effective date of the Four Month Notice is March 31, 2021. I find that the manufactured home was demolished within 7 weeks of the effective date of the Four Month Notice. I accept the Landlord's submission that there was a delay due to environmental concerns. I find that steps were taken within a reasonable period after the effective date of the notice, to accomplish the demolition.

Since I have found that the manufactured home was destroyed within a reasonable period of time, I find that the Tenants are not entitled to compensation. While it appears that the Landlord may have changed their mind about selling the manufactured home after the Tenants applied for dispute resolution, I find that the manufactured home was not sold and was destroyed. I also note that it appears to me that the Landlord never intended that the manufactured home would remain on the residential property to be occupied by a new owner, or a new tenant, so I find that a tenancy could not have continued. I find that the Landlord did not breach the Act.

The Tenants' request to be compensated under section 51 of the Act is dismissed without leave to reapply.

*Return of Personal Property*

I find that the Tenants' plants that were left on the rental property after the Tenants vacated the property have been destroyed. As such, it is not possible to order the Landlord to return these items. The Tenants request for the return of personal property is dismissed.

The Tenants are at liberty to reapply for dispute resolution and make a claim for compensation for damage or loss related to the loss of their property/ plants.

### Conclusion

The Landlord issuing a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit dated November 21, 2020, and took steps within a reasonable period after the effective date of the Notice, to demolish the manufactured home.

The Tenants claim for compensation of 12 months rent payable under the tenancy agreement is not successful and is dismissed.

The Tenants' personal property left on the rental unit was destroyed by the Landlord. The Tenants are at liberty to reapply for dispute resolution and make a claim for compensation for damage or loss related to the loss of their property/ plants.

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: August 11, 2021

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Residential Tenancy Branch