



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VIRSON HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNETC, FFT

Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

The tenant, T.B. (the tenant) and the named landlord, S.C. attended the hearing via conference call and provided affirmed testimony. The tenant, R.B. did not attend and was unrepresented. The named landlord (business listed on the cover of this decision) did not attend and was unrepresented.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The tenant stated that the landlord, S.C. and the named business were both served with the notice of hearing packages via Canada Post Registered Mail. Discussions with both parties clarified that the landlord, S.C. should not have been served with the hearing package as S.C. was the seller and the named business was the buyer. On this basis, the tenant requested that the application be amended to remove S.C. The named landlord, S.C. then exited the conference call hearing. The tenant application shall be amended to reflect only the name of the named landlord business.

I accept the undisputed affirmed evidence of the tenant and find that the named landlord was sufficiently served via Canada Post Registered Mail on June 15, 2021. Despite not

attending the landlord is deemed served 5 days later on June 20, 2021. The tenant referenced a photograph of the envelope mailed to the named landlord as proof of service.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for compensation and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant provided a copy of the signed tenancy agreement dated September 30, 2015 which states that the tenancy began on October 1, 2015 for a fixed term until September 30, 2016 and then thereafter on another fixed term or on a month to month basis. The monthly rent was \$1,400.00 payable on the 1st day of each month and a security deposit of \$700.00 was paid.

The tenant seek a monetary claim of \$16,900.00 which consists of:

\$16,800.00	Compensation, Sec. 51 Fail to Comply (\$1,400.00 X 12 months)
\$100.00	Filing Fee

The tenant provided written details which states:

New Owner did not use the property for personal use. It was renovated and resold within 3 months of end of tenancy.

[reproduced as written]

The tenant stated that they complied with a 2 month notice to end tenancy for landlord's use dated December 15, 2020 which provided for an effective end of tenancy date of March 1, 2021. The reason selected on the notice is:

All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

The tenant stated that they vacated the rental unit on February 27, 2021. The listed purchaser information lists the named business landlord on this application. The tenant stated that no family members of the Holding company occupied the premises.

The tenant submitted a copy of "Tenant Occupied Property- Buyers Notice to Seller For Vacant Possession" listing the old landlord, S.C. and the new landlord (the business) dated December 1, 2020.

The tenant stated that the property was renovated and then resold within 3 months. The tenant referenced a submitted copy of the listing for sale of the same rental property address and also the submitted photographs of the listed "for sale sign" and the multiple "sold" signs on the same sign. The tenant stated that the exterior appeared to have been renovated and based upon the listing photographs the interior as well.

Analysis

Section 51 of the Act states in part that a tenant who receives a notice to end tenancy under section 49 is entitled to receive from the landlord an amount equal to 12 times the monthly rent payable under the tenancy agreement if 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 the rental unit is not used for the stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

In this case, I find based upon the undisputed evidence of the tenant that the tenant was served with the 2 month notice for landlord's use and the tenant vacated the rental unit on February 28, 2021.

The tenant also provided undisputed evidence that the property was renovated and sold within 3 months after the tenant vacated the rental unit. The tenant provided photographs of the listing, "for sale sign" and the "for sale sign" with the "sold" sign on it. On this basis, I find that the tenant has established that the landlord failed to take steps to occupy the property by re-selling for a monetary claim of \$16,800.00.

The tenants are also entitled to recovery of the \$100.00 filing fee.

Conclusion

The tenants are granted a monetary order for \$16,900.00.

This order must be served upon the landlord. Should the landlord fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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, 2021

Residential Tenancy Branch