



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- compensation for a monetary loss or other money owed; and
- recovery of the filing fee.

The tenant, the agent for the tenant, and the respondents attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. The parties were affirmed.

The parties were informed prior to the hearing that recording of the dispute resolution hearing is prohibited.

The parties confirmed receiving the other's evidence.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation from the respondents and recovery of the filing fee?

Background and Evidence

I was not provided a copy of the written tenancy agreement. The submission of the tenant is that the tenancy started in 2011, with the original owner, and ended on May 31, 2021. The respondents purchased the property in 2021.

The tenant said that the monthly rent at the end of the tenancy was \$1,000.

The tenant's monetary claim is \$12,000, the equivalent of 12 monthly rent payments. The claim is based upon receiving the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (Notice), with the rental unit not being used for the stated purpose listed on the Notice.

The Notice was not submitted into evidence, although the tenant and agent thought it had been. The respondents said that a copy of the Notice was not in their evidence package received from the tenant.

In support of this claim, the tenant testified that the original landlord/owner sold the residential property and issued the Notice to vacate to the tenant, with a listed effective move-out date of June 30, 2021.

The tenant testified that the reason listed on the Notice was that all 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 confirmed that the purchaser's name and contact information were not listed on the Notice nor was the copy of the contract of purchase or a copy of the purchaser's written request for the seller to issue an eviction notice attached.

The tenant confirmed finding the purchaser's name through a title search, which showed the respondent as the current owners.

The tenant said they moved out of the rental unit on May 31, 2021, and that the rental unit has been re-rented to new tenants, with a business, which confirmed that the purchaser did not move into and occupy the rental unit as stated on the Notice.

Filed in evidence were photographs of the new tenants' vehicles in the driveway and of the new tenant's business.

*Respondent's response –*

The respondent said he did not ask the former owner/seller or their real estate agent to serve the tenant with a notice to end the tenancy and did not know anything about the tenant until receiving their application.

The respondent submitted that they were told the tenant will leave and they would get vacant possession. The respondent submitted that they were not informed if the tenant was willing to stay and believed they were leaving on their own.

The respondent submitted they never asked for vacant possession.

The respondent said he had no intention of evicting any tenants, because it caused him to have find tenants right after taking possession. Otherwise, he would have left this tenant in place.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

In the case before me, the undisputed evidence is that the former landlord/seller issued the tenant a Two Month Notice to End Tenancy for Landlord's Use of the Property, pursuant to section 49(5)(a)(b) and (c) of the Act.

The tenant's testimony was that the landlord marked the Notice indicating that all 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.

Section 51(2) provides that 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 if 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, the tenant is entitled to compensation equivalent of 12 months' rent under the tenancy agreement.

In this case, I find the tenant submitted insufficient evidence that the respondent, who purchased the residential property from the original landlord/owner, requested the seller to issue the tenant a Two Month Notice. The Notice did not list the purchaser/respondent's name or address nor were there any attached documents required by the Notice. The tenant sought the purchaser's information through a land title search.

I find this insufficient Notice supports the respondent's assertion that they were unaware that a Notice to end the tenancy was given to the tenant, and it was without their knowledge or request.

For these reasons, I find the tenant submitted insufficient evidence to prove her application on a balance of probabilities and as a result, I find the respondents are not subject to the penalty imposed by section 51(2) of the Act.

I therefore dismiss the tenant's application, without leave to reapply against the respondents.

### Conclusion

The tenant's application is dismissed, without leave to reapply, due to insufficient evidence.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 1, 2022