



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNETC, FFT**

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for:

- Compensation from the landlord related to a notice to end tenancy for Landlord's use of property pursuant to section 51; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord and each of the named tenants attended the hearing. The landlord confirmed receipt of the tenants' application for dispute resolution and stated she had no concerns with timely service of documents. The landlord did not provide any documentary evidence for the hearing.

Issue(s) to be Decided

Are the tenants entitled to compensation from the landlord for not using the rental property for the stated purpose for at least 6 months after the tenancy ended?

Background and Evidence

The tenant AK gave the following testimony. Each of the applicants was a tenant in common, living under individual tenancy agreements in the rental property. The monthly rent collected during the tenancy under the four separate tenancy agreements totalled \$1,800.00.

Each tenant was served with a 2 Month Notice to End Tenancy for Landlord's Use ("notice") and each of them complied with the notice by vacating the rental property by the effective date of May 31, 2021. The reason for ending the tenancy, was:

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 the notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

The respondent in this case is the purchaser of the rental unit. The tenant testified that the rental property was re-rented some time between July and August of 2021 to people who are not close family members of the purchaser.

The landlord testified that she agrees with the testimony of the tenants. The landlord offered no defence to the tenants' allegation.

Analysis

Section 51(2) of the Act states a tenant who is served with a Notice to End Tenancy for Landlord's Use ("notice") pursuant to section 49 is entitled to compensation in an amount equivalent to 12 times the monthly rent 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 that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

The purchaser, as landlord, acknowledged that neither she, nor a close family member occupied the rental unit for a period of at least 6 months after the effective date of the tenants' notice. As such, I find the tenants are entitled to the compensation as contemplated by section 51 of the Act. [\$1,800.00 x 12 (months) = \$21,600.00]. Pursuant to section 51(2), I award the tenants \$21,600.00.

As the tenants' application was successful, the tenants are also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

I issue a monetary order in the tenants' favour in the amount of \$21,700.00.

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: March 18, 2022

Residential Tenancy Branch