



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for compensation from the purchaser related to a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice"), issued on October 23, 2020 and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

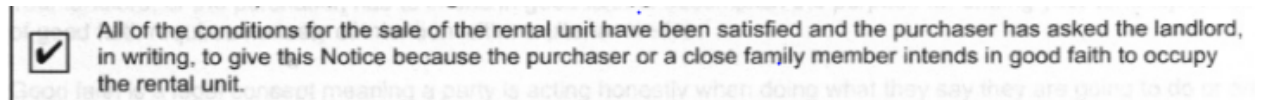
Is the tenant entitled to compensation that is the equivalent of 12 times the monthly rent?

Background and Evidence

The tenancy began on July 2016. Rent in the amount of \$2,300.00 was payable on the first of each month. The tenancy ended on December 20, 2020..

The tenant testified that they moved out of the rental unit on December 20, 2020, after receiving the Two Month Notice, pursuant to section 49(5) of the Act. The Tenant provided a copy of the Two Month Notice in evidence.

The reason for ending the tenancy within the Two Month Notice is:



The tenant testified that the purchaser never occupied the rental unit as it was demolished 22 days after they had vacated.

The purchaser testified that they bought the property fairly quickly and there was so much back and forth, and their plans changed. The landlord does not deny they demolished the property.

Analysis

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.

[my emphasis]

(3) The director may excuse the landlord or, if applicable, the purchaser who asked the landlord to give the notice from paying the tenant the amount required under subsection (2) if, in the director's opinion, extenuating circumstances prevented the landlord or the purchaser, as the case may be, from

(a) accomplishing, within a reasonable period after the effective date of the notice, the stated purpose for ending the tenancy, or

(b) using the rental unit for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

Based on all of the above, the evidence and testimony from the tenant and landlord, and on a balance of probabilities, I find as follows:

In this case, the Two Month Notice issued by the landlord at the request of the purchasers states they would be occupying the rental unit after the effective date in the Two Month Notice. However, clearly that was not the case as the property was demolished 22 days later.

The purchaser was obligated under the Act to occupy the premises for at least six months after the effective date of the Notice. I find the purchaser ended the tenancy improperly and failed to use the rental unit for the reason stated within the Two Month Notice for a six-month duration. The Act does not allow a purchaser to issue a Two Month Notice and then simply changed their minds and have the rental unit demolished. I find the purchaser must pay the tenant the equivalent of 12 times the monthly rent payable under the tenancy agreement.

I have considered section 51(3) of the Act and the Policy Guideline regarding compensation and extenuating circumstances. I find the purchasers have not provided any extenuating circumstance that was unforeseeable.

I find that the purchasers owes the tenant **\$27,600.00** which is the equivalent of 12 times the \$2,300.00 monthly rent payable under the tenancy agreement.

I grant the tenant a monetary order in the amount of **\$27,700.00** comprised of the above amount and the \$100.00 the tenant paid for filing their application. This monetary order may be filed in a court of competent jurisdiction and enforced as an order of that court. The purchasers are cautioned that costs of such enforcement are recoverable from the purchasers.

Conclusion

The tenant's application for compensation related to a Two Month Notice to End Tenancy for Landlord's Use of Property is granted. The tenant is granted a monetary order in the above noted amount.

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: June 10, 2022

Residential Tenancy Branch