



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNETC FF

### Introduction

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

- a monetary order for compensation related to a Notice to End Tenancy for Landlord's Use of Property pursuant to section 51;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the tenant's application and respective evidence submissions on file.

### Issues

Is the tenant entitled to a monetary order for compensation relating to a Notice to End Tenancy for Landlord's Use of Property?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background & Evidence

The tenancy began 12 years ago with the previous owner of the property. The rental unit was one half of a duplex. The latest rent increase in January 2021 set the monthly rent at \$1634.50. The respondents purchased the property completing the sale on July 31, 2021.

On May 31, 2021, the previous owner served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") with an effective date of July 31, 2021. The notice was issued on the grounds that the landlord entered

into an agreement in good faith to sell the unit; all the conditions of the sale have been satisfied; and, the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit. The new owner P.S.V. is identified as the purchaser in the Two Month Notice. The Notice indicates that a copy of the purchaser's written request to issue the eviction notice is attached. A copy of the letter dated May 31, 2021, from P.S.V. to the previous landlord was submitted as evidence.

The tenant vacated the rental unit on July 31, 2021, as per the Two Month Notice.

The tenant is claiming an amount equivalent of twelve times the monthly rent as compensation for the landlord not using the rental property for his own use after issuing the Two Month Notice. The tenant submitted evidence to show the property remained vacant, was renovated, and then listed for sale November 25, 2021, less than 4 months after the tenancy ended.

The respondent I.S.C. testified that they as purchasers did not give any notice to the tenant and that it was given by the previous owner. I.S.C. testified that they obtained vacant possession upon the completion date of July 31, 2021, as per the sale contract. As such they did not have any contract with the tenant.

On behalf of the respondents, A.P. submits that the previous owner also gave the letter requesting vacant possession.

When questioned by me if he signed the letter, P.S.V. was very evasive and stated that wasn't sure and that it didn't look like his signature. Before P.S.V. even answered the question, I.S.C. could be heard in the background repeatedly telling P.S.V. that it didn't look like his signature. P.S.V. was speaking in his native language Punjabi which could also be understood by myself.

### Analysis

Section 51 (2) of the Act provides that if steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of twelve times the monthly rent payable under the tenancy agreement.

Pursuant to section 51(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.

There was no dispute that the respondents did not accomplish the stated purpose for ending the tenancy after the effective date of the Two Month Notice. Rather, the respondents argued they did not provide any Notice to the tenant and that the letter requesting the seller to do so was fraudulent. I find this is a very serious allegation which could potentially have significant criminal and/or financial consequences for the person(s) committing the fraud. Given the seriousness of this allegation, I find it remarkable that the respondents would not have submitted any evidence in support. The respondents had a copy of the letter and could have obtained signature analysis or reported the fraud to the police. The respondents could have attempted to contact the previous owner and/or the relators involved to ask if and how he obtained the letter. The respondents have taken no such action.

I find the respondents submission lacks credibility. I find the respondents did issue the letter requesting the seller to provide notice to the tenant.

There was no evidence put forth that extenuating circumstances prevented the purchaser from accomplishing the stated purpose as per the Notice.

I allow the tenants claim and award an amount of \$19,614.00, which is twelve times the monthly rent of \$1634.50.

As the tenant was successful in this application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for this application from the landlord for a total monetary award of \$19,714.00.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of \$19,714.00.. Should the landlord fail to comply with this Order, this 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: June 28, 2022

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Residential Tenancy Branch