



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNETC, FFT

### Introduction

In this application for dispute resolution, the tenants applied on March 28, 2022 for:

- compensation because the landlord ended the tenancy and has not complied with the Act or used the rental unit for the stated purpose; and
- recovery of the filing fee.

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The parties confirmed receipt of each other's respective hearing materials.

### Issues to be Decided

- 1) Are the tenants entitled to compensation because the purchaser who asked the landlord to end the tenancy has not used the rental unit for the stated purpose?
- 2) Are the tenants entitled to the filing fee?

### Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed on the following particulars regarding the tenancy. It began May 1, 2017, and the new landlord purchased the home in December 2020. Rent was

\$1,800.00, due on the first of the month; and the tenants paid a security deposit of \$650.00 and a pet damage deposit of \$200.00, which the landlord has returned.

A copy of the Four Months' Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit (the Four Month Notice), dated March 1, 2020, is submitted as evidence. The landlord testified they made an error, and that the Notice should have been dated March 1, 2021; this was not disputed by the tenants. The Notice indicates an effective date of June 30, 2021. It states that the landlord will perform renovations or repairs on the whole house that are so extensive that the rental unit must be vacant for a minimum of 4 to 6 weeks.

The tenants submitted they do not think the landlord completed renovations that required the tenants to move out. The tenants testified they would have been willing to accommodate the renovations while they remained in the unit.

The tenants submitted that the landlord did not provide as evidence any receipts for the renovation, or side-by-side photos to clearly demonstrate the renovation work done, and that there are no date stamps on the provided photos.

The tenants confirmed they did not dispute the Four Month Notice.

The landlord testified that when she purchased the property she was told the tenants would be moving out, and that when she told the tenants she wanted to renovate, tenant JC said they would vacate the unit as soon as possible.

The landlord testified that the renovation involved everything being taken out of the home, and had witness DS provide testimony on the renovation he worked on and oversaw. DS testified that they did a full renovation of the house, including electrical and plumbing upgrades, all of the bathrooms were redone and replumbed, the kitchen cabinets and flooring were replaced, some non load-bearing walls were removed, and all of the tubs and showers were removed and replaced at once, for efficiency. DS testified that the tilers were working at the same time as the plumbers and the flooring workers, and that the work was being done in sequence. DS testified that except for the windows, the whole interior of the property was brand new, and that the furnace had been upgraded by someone else.

The landlord testified the renovations were completed around the second week of October 2021.

## Analysis

Section 51(2) of the Act states that the landlord must pay the tenant an amount the equivalent of 12 times the monthly rent payable under the tenancy agreement if the landlord does not establish that the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice.

Policy Guideline 2A provides that a tenant may apply for an order for compensation under section 51 of the RTA if a landlord who ended their tenancy under section 49 of the Act has not accomplished the stated purpose for ending the tenancy within a reasonable period after the effective date of the notice to end tenancy.

The Guideline provides that the onus is on the landlord to prove that they accomplished the purpose for ending the tenancy under section 49 of the Act.

The Notice indicated the tenancy was ending because the landlord would be performing renovations or repairs on the whole house that were so extensive that the rental unit had to be vacant for a minimum of 4 to 6 weeks.

The tenants testified they did not think the landlord completed renovations requiring the tenants to move out. The tenants testified they would have been willing to accommodate the renovations while they remained in the unit.

The landlord testified that the whole house was renovated, and witness DS testified that they did a full renovation of the house, which included electrical and plumbing upgrades, renovation and replumbing of all bathrooms, the removal of walls, and all of the tubs and showers being removed and replaced at once, for efficiency. DS testified that work was done in sequence, and that with the exception of the windows, the whole interior of the property was brand new.

The corrected effective date of the Four Month Notice is July 31, 2021, and the landlord testified that the renovations were completed in October 2021.

Based on the evidence before me, I find, on a balance of probabilities, that the landlord accomplished the stated purpose for ending the tenancy within a reasonable period after the effective date of the notice to end tenancy, the purpose being that landlord would be performing extensive renovations or repairs requiring the rental unit to be vacant.

As I find the landlord met their obligation, the tenants are not entitled to compensation.

As the tenants are unsuccessful in their application, I decline to award the filing fee.

Conclusion

The tenants' application is dismissed.

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: December 19, 2022

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Residential Tenancy Branch