



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1256206 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNETC, MNDCT

Introduction

In this application for dispute resolution, the tenant applied on April 19, 2022 for:

- compensation from the landlord related to a Notice to End Tenancy for Landlord's Use of Property; and
- compensation for monetary loss or other money owed.

The hearing was attended by the tenant and the landlord's agent ("the landlord"). They 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.

Neither party raised an issue regarding service of the hearing materials.

Preliminary Matters

Amending the Application

With the agreement of the parties, I have amended the application to reflect the legal name of the landlord, as noted on the cover page of the decision. This amendment is in accordance with section 64(3)(c) of the Act.

Dismissing Unrelated Claim

The Residential Tenancy Branch Rules of Procedure 2.3 states:

2.3 Related issues Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

As the tenant's claim for compensation for monetary loss or other money owed is not related to her more substantial claim for compensation from the landlord related to a Notice to End Tenancy for Landlord's Use of Property, I dismiss with leave to reapply the tenant's claim for compensation for monetary loss or other money owed.

Issue to be Decided

Is the tenant entitled to compensation from the landlord related to a Notice to End Tenancy for Landlord's Use of Property?

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 April 25, 2020 and ended on February 22, 2021. Rent was \$2,600.00, due on the first of the month, and the tenant paid a security deposit of \$1,300.00, which the landlord has returned.

The tenant testified that she moved out in October 2020, but kept the tenancy agreement in her name and remained responsible for the payment of rent.

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 November 26, 2020, is submitted as evidence. The Notice gives an effective date of March 31, 2021. It states that the reason for the Notice is that the rental unit will be demolished.

The arbitrator in a previous decision, noted on the cover page of this decision, found that the Four Month Notice was served on the tenant, that the landlord authorized the tenant to vacate the unit at the end of February or March, 2021, and that the tenancy ended on February 22, 2021, when the tenant vacated the rental unit, pursuant to the Four Month Notice and instructions from the landlord.

The tenant submitted that it appeared the demolition was not completed within a reasonable time after the effective date of the Notice.

During the hearing, the landlord called the owner to ask when the rental was demolished. The landlord testified the owner said the rental unit was demolished in April 2021; this was not disputed by the tenant.

The landlord testified that the occupancy permit for the new house was issued on August 4, 2022.

Analysis

I accept the finding of the previous arbitrator that the tenancy was ended by the November 26, 2020 Four Month Notice issued by the landlord. The Notice indicated the tenancy was ending because the rental unit would be demolished by the landlord.

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 states 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 tenant submitted that it appeared the landlord did not accomplish the stated purpose for ending the tenancy within a reasonable period after the effective date of the Notice.

The effective date of the Four Month Notice is March 31, 2021. During the hearing, the landlord confirmed with the owner that the rental unit was demolished in April 2021; this was not disputed by the tenant.

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, that being that the rental unit would be demolished

As I find the landlord met their obligation, the tenant is not entitled to compensation.

Conclusion

The tenant's 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: January 10, 2023

Residential Tenancy Branch