



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **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;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application 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 application and evidence submissions on file.

### **Issues**

Is the tenant entitled to compensation related to a Notice to End Tenancy for Landlord's Use of Property pursuant to section 51 or other compensation for loss?

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

### **Background and Evidence**

On February 13, 2022, the parties entered into a tenancy agreement for a tenancy that was scheduled to begin June 1, 2022. The tenancy was for a house in Surrey, BC ("Surrey house"). As per the agreement, the monthly rent was to be \$3500.00 and a security deposit of \$1800.00 was payable on February 15, 2022. The applicant E.C. and her partner S.C. were listed as tenants in the agreement. At the time of entering into the tenancy agreement with the landlord, the tenants were renting another property from the same landlord in Maple Ridge, BC ("MR House").

The above agreement was entered into after an e-mail from the landlord dated February 8, 2022 advised the tenants the landlord had purchased a new home and would be selling the MR house. The e-mail advised the tenants they would need to move by May 30, 2022. No formal Notice to End Tenancy was issued to the tenants by the landlord or the purchaser. But the day after this e-mail, the tenants were offered the Surrey house which they agreed to.

On March 25, 2022, the landlord sent a mutual agreement to end tenancy to the tenants for the MR house. The tenants refused to sign the agreement even though at the time they had entered into a new lease with the same landlord for the Surrey house which was to begin June 1, 2022.

On March 30, 2022, the landlord sent an e-mail to the tenants advising the contract for selling the MR house collapsed and they no longer needed to vacate.

The tenant E.C. is claiming \$35,000 for losses suffered as a result of the landlord not honoring the lease for the Surrey house. The tenant is also claiming \$42,000 which is an amount equivalent to twelve times the monthly rent as compensation for the landlord not using the rental unit for the stated purpose after issuing a Notice to End Tenancy for personal use.

The tenant testified that the landlord did not allow her to move into the Surrey house on June 1, 2022 as per the tenancy agreement. The tenant claims that as a result she had to find alternative housing on short notice and suffered losses as she was not able to sublet the place she found whereas she could have earned income from subletting the Surrey house. The tenant is also claiming she suffered losses due to harassment, stress and loss of quiet enjoyment.

The landlord testified the only reason the tenants were offered the Surrey house was because they were selling the MR house where tenants were residing at the time. The landlord testified they were going out of their way and being kind to the tenants providing the tenants an alternative place. The tenants agreed to move from the MR house to the Surrey house. The landlord submits the tenants were to be renting one house not two houses. The tenants also knew they were only to be renting one house as one was being sold. However, before the completion date for the sale of the MR house, the tenants refused to sign the mutual agreement to end tenancy as they choose to stay in the MR house. The landlord submits they had to hire a lawyer and cancel the

contract for sale as the tenants refused to sign the mutual agreement and at the same time the purchaser refused to issue a formal Notice to End Tenancy for landlord's use.

The landlord submits that no security deposit was ever received from the tenants for the Surrey house. The landlord further submits that the tenant E.C. only had to find alternative accommodation as she subsequently separated from her partner. The landlord testified that S.C. is still currently residing and continuing his tenancy in the MR house. The landlord submits the tenant E.C. is only attempting to extort money out of the landlord.

In reply, the tenant E.C. submits that she was going to be moving into the Surrey house by herself and she does not know what is happening with her ex-partner in the MR house. The tenant submits that she signed a one-year lease for the Surrey house and the landlord kept trying to get them to sign a mutual agreement to end tenancy for the MR house. The tenant submits that instead, they kept asking for a Two Month Notice, and the parties went back and forth on this.

### 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.

The tenant was never issued a Notice to End Tenancy for the rental unit subject to this dispute. The tenant's application seeking 12 months compensation is dismissed without leave to reapply.

As for the tenant's claim for losses suffered as a result of the landlord not honoring the tenancy agreement for the Surrey house, I find that the evidence clearly supports the intent of the parties all along was to rent the Surrey house only in the event that the tenancy for the MR house was ended. This is supported by the e-mail evidence submitted by the landlord notifying the tenants they were selling the MR house and offered the Surrey house to the tenants. Both E.C. and S.C. were named in the lease agreement for the Surrey house and both signed the agreement. Therefore, I do not accept E.C.'s argument that the Surrey lease was only intended for her and the tenants

were to occupy both properties. The fact that the tenants themselves were requesting a Two Month Notice to End supports a finding that the intent for them to rent the Surrey house was only in the event that the MR house tenancy ended. The landlord never ended up issuing a Two Month Notice and the tenants never signed a mutual agreement to end tenancy. The tenancy for the MR house therefore continued and the landlord's sale contract collapsed. Accordingly, I find the landlord did not breach the Act or tenancy agreement by refusing to allow the tenant E.C. to occupy the Surrey house.

The tenant's application for compensation related to the breaking of the Surrey house lease is dismissed without leave to reapply.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application from the landlord.

### Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: July 24, 2023

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Residential Tenancy Branch