



Dispute Resolution Services

Page: 1

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.

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

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

Background & Evidence

This tenancy ended on June 30, 2021. The monthly rent prior to the end of the tenancy was \$1350.00. The tenancy was with the previous owners of the property. The respondent in this application is the purchasing landlord.

On April 30, 2021, the previous landlords served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice"), pursuant to section 49 of the Act, with an effective date of June 30, 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. A copy of the buyer notice to seller requesting vacant possession for their own use was submitted as evidence.

The tenants vacated the rental unit on June 30, 2021, as per the effective date of the Notice.

The tenants are claiming an amount equivalent of twelve times the monthly rent as compensation due to the purchaser not using the rental property for his own use after issuing the Two Month Notice. The tenants submit the purchasers did not immediately move in and instead lived on the property in their travel trailer while doing extensive renovations to the home. The tenants submit the landlord should have issued them a Four Month Notice for Renovations.

On behalf of the respondents, counsel submits that the respondents purchased the property for their own use and it has been their primary residence since they took possession on July 1, 2021. The respondents only stayed in their travel trailer on the property until July 12, 2021 while they did some renovation work on the property as it was not left in a livable condition. Even during this time, they still used the rental unit for washrooms and ate inside the house. The only thing they did not do was sleep inside until after July 12, 2021. On August 24, 2021, the respondents had all their remaining furniture moved into the house.

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 tenants did not dispute that the respondents ultimately have been occupying the unit or submit any testimony or evidence to contradict the respondents submission that they have been occupying the unit since July 12, 2021. Rather, the tenants argue the respondent should have issued them a Four Month Notice for Renovations. Section 51 of the Act does not prevent a landlord from doing renovation work before occupying a rental unit for their own use. The requirement is that the rental unit be occupied within a reasonable period. I find the landlord did occupy the rental unit within a reasonable period as required.

Conclusion

The tenants' application is dismissed 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 31, 2023

Residential Tenancy Branch