



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an Order for compensation for damage or loss under the Act, regulation or tenancy agreement (section 67).

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act.

The Tenant and the Landlord were both given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Whether the Tenant is entitled to compensation for damage or loss.

Background and Evidence

The Tenant was in a long term tenancy in a suite in a building with a number of other suites. The Tenant paid \$660.00 per month in rent. The suite was sold and the Tenant received a Notice to End Tenancy for Landlord’s use of Property (the “Notice”) from a Landlord identified as CF and signed by DP. The Tenant paid the rent for January 2011 to DP and the receipt for that rent is signed by DP. The Notice provided the Tenant with a move-out date of March 1, 2011. The Tenant did not dispute the Notice and vacated the unit on January 31, 2011.

The Tenant became aware of a rental advertisement, dated December 31, 2010, for a suite at the same address as the dispute address. The Tenant states that the pictures and description of the unit being advertised are of his previous unit. He also states that the contact phone number on the advertisement belongs to CF or his brother TF as this was the same number he was provided at the time of his move-out.

TF attended the hearing as a representative of his brother CF. TF states that his brother could not attend the hearing and asked him to attend in his place. TF states that he and CF have a trust declaration between them providing reciprocal and equal benefit from the Tenant's previous unit but that his brother, CF, is the registered owner of the Tenant's previous unit and that CF will be moving into the unit after the renovations are complete.

DP was also present at the Hearing, identified himself as a witness and one of the owners of some of the suites in the building. DP stated that he was the President of the Strata for the building and stated that the advertisement for the suite was in relation to one of the suites that he owned and not the Tenant's previous unit. DP states that the phone number in the advertisement belongs to him. DP stated that in serving the Notice and providing a receipt to the Tenant for the January 2011 rent, he was acting as agent for CF.

Analysis

Section 49 (3) of the Act sets out as follows:

"A landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy that rental unit."

I accept the Landlord's witness evidence that the photo and description of the unit is not the same unit the Tenant previously resided in. I am also satisfied that the Landlord's representative and witness have provided sufficient evidence to establish ownership of

the unit by CF. I accept the evidence that CF is the registered owner of the unit and that he intends to move into the unit following completion of the renovations.

Accordingly, I find that CF is an individual landlord, and that CF ended the tenancy with the Tenant in good faith as he intends to occupy the unit. As a result, I find that the Tenant is not entitled to compensation for damage or loss and the Tenant's application is therefore dismissed.

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: March 23, 2011.

Residential Tenancy Branch