



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside notices to end this tenancy and a monetary order. Both parties participated in the conference call hearing.

Issues to be Decided

Should the notices to end tenancy be set aside?
Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that on July 12, 2011, the tenant was served with a 2 month notice to end tenancy which alleged that a purchaser intended to reside in the rental unit and that on July 28, 2011, the tenant was served with a 2 month notice to end tenancy which alleged that the landlord had all permits in place to demolish the unit.

At the hearing the landlord stated that she wished to withdraw both notices.

The tenant seeks compensation pursuant to section 51 of the Act which provides that the landlord must pay the tenant the equivalent of 2 months' rent if the landlord has not taken reasonable steps to accomplish the purpose stated on a notice to end tenancy within a reasonable time after the effective date of the notice. The tenant further seeks compensation for improvements she made to the rental unit in the anticipation that she would enjoy a long tenancy and for her moving expenses as she would not have moved into the rental unit had she known that she would be evicted within the first year of her occupancy.

Analysis

As the notices have been withdrawn, it is unnecessary to address the tenant's claim for an order setting aside the notices.

I dismiss the tenant's claim for compensation. The Act requires the landlord to have taken steps to accomplish within a reasonable time after the effective date of the notice. However, as the tenancy has not yet ended, the landlord cannot take steps to accomplish the purpose as the landlord can neither move into the rental unit nor demolish it while the tenant still resides therein. The tenant did not have a fixed term tenancy and therefore does not have the assurance that her tenancy is protected long-term. Therefore, her claim for the cost of improvements and moving expenses must fail.

As the notices were not withdrawn prior to the time the tenant brought his claim, I find she should recover the \$50.00 filing fee paid to bring her application. The tenant may deduct \$50.00 from a future rental payment.

Conclusion

The notices have been withdrawn. As a result, the tenancy will continue. The monetary claim is dismissed. The tenant may recover the \$50.00 cost of the filing fee by deducting that sum from a future rental payment.

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: August 29, 2011

Residential Tenancy Branch