



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes:

MNDC; FF

Introduction

This is the Tenants' application for compensation under the Act, regulation or tenancy agreement and to recover the cost of the filing fee from the Landlord.

Both parties signed into the teleconference and provided affirmed testimony.

The Tenants testified that they served the Landlord with the Notice of Hearing documents and copies of their documentary evidence by registered mail sent September 21, 2012. They testified that the documents were returned "unclaimed", so they re-sent them by regular mail on November 16, 2012. The Landlord acknowledged receipt of the documents by regular mail.

I find that the Landlord was duly served with the Notice of Hearing documents by registered mail pursuant to the provisions of Section 89(1)(c) of the Act. Section 90 of the Act deems service in this manner to be effected 5 days after mailing the documents. **Therefore I find that the Landlord was duly served on September 26, 2012.**

Issue(s) to be Decided

- Are the Tenants entitled to compensation in the equivalent of two month's rent?

Preliminary Matter

The Notice to End Tenancy gives the following reason for ending the tenancy:

All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

The Tenants accepted the Notice and moved out of the rental unit. They were provided compensation pursuant to the provisions of Section 51(1) of the Act by not paying rent for the month of July, 2012. The tenancy ended in August, 2012.

The parties agree that the rental unit was demolished on or about September 13, 2012, and that the Landlord's company performed the demolition.

The Landlord testified that he issued the Notice to End Tenancy in good faith and that he had received the purchaser's written request that the Tenants move out so that the purchaser could move in. The Landlord did not provide a copy of the Contract of Purchase and Sale or a copy of the purchaser's written request in evidence. The Landlord stated that he did not remember the name of the purchaser because it was not a common last name.

The Landlord stated that the purchasers were going to renovate the rental unit, but that they wanted to check for asbestos in order to determine the cost of the renovation. The purchasers inspected the rental unit in mid July, 2012. As a result of the tests, the purchasers decided to demolish the rental unit and rebuild.

I find that copies of the Contract and Purchase and Sale and the purchaser's written request for vacant possession are necessary in order to determine the Tenants' claim and that the Tenants do not have access to the documents. Pursuant to the provisions of Section 62(3) of the Act, I adjourn this matter and order the Landlord to provide these documents to the Tenants and to the Residential Tenancy Branch **within 5 days** of receipt of this Interim Decision:

1. Contract of Purchase and Sale; and
2. Purchaser's written request for vacant possession.

The Tenants are at liberty to amend their application to include the purchasers as respondents.

Conclusion

The Tenants' application is adjourned to the date and time provided in the enclosed Notice to Reconvene. The Residential Tenancy Branch will provide both parties with a copy of the Notice to Reconvene. The Tenants are not required to serve the Landlord with the Notice to Reconvene.

I order that the Landlord provide the Residential Tenancy Branch and the Tenants a copy of the Contract of Purchase and Sale and a copy of the purchaser's written request that the Landlord provide vacant possession of the rental unit because the purchaser or a close family member intends to occupy the rental unit. These copies must be provided to the Branch and to the Tenants within **5 days** of receipt of this Interim Decision.

The Tenants are at liberty to amend their application to include the purchasers as respondents.

This Interim 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: December 12, 2012.

Residential Tenancy Branch