



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution a monetary order.

The hearing was conducted via teleconference and was attended by both tenants and the landlord.

### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for monies owed and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 49, 51, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenants submitted the following relevant documents:

- A copy of a tenancy agreement signed by the parties on April 26, 2014 for a month to month tenancy beginning on April 28, 2014 for a monthly rent of \$1,425.00 due on the first of each month with a security deposit of \$700.00 paid; and
- A copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property issued on July 17, 2015 with an effective vacancy date of September 30, 2016 citing the rental unit will be occupied by the landlord or the landlord's spouse or a close family member.

The tenants submit that they moved out in compliance with the 2 Month Notice to End Tenancy but that they later discovered that the landlord sold the residential property on November 16, 2015. The tenants seek compensation in the amount of two months' rent for the landlord not using the property for the stated purpose in the 2 Month Notice to End Tenancy.

The landlord confirms that due to health reasons she had decided that she would end the tenancy in this rental property and she would move into the unit. She testified that she moved into the rental unit in September 2015. She further stated that she later

decided that it would be in her best interest, in light of her medical condition, for her to sell the property.

The landlord testified that she listed the property on October 13, 2015; entered into a contract for sale by mid-October and the sale completed on November 16, 2015.

### Analysis

Section 49 of the *Act* allows a landlord to end a tenancy if:

- a. The landlord or a close family member of the landlord intends in good faith to occupy the rental unit;
- b. The landlord enters into an agreement in good faith to sell the rental unit; all the conditions on which the sale depends have been satisfied; and the purchaser asks the landlord, in writing, to give notice to end the tenancy if the purchaser or a close family member of the purchaser intends in good faith to occupy the rental unit;
- c. The landlord has all the necessary permits and approvals required by law, and intends in good faith, to:
  - i. Demolish the rental unit;
  - ii. Renovate or repair the rental unit in a manner that requires the rental unit to be vacant;
  - iii. Convert the residential property to strata lots under the Strata Property Act;
  - iv. Convert the residential property into a not for profit housing cooperative under the Cooperative Association Act;
  - v. Convert the rental unit for use by a caretaker, manager or superintendent of the residential property; or
  - vi. Convert the rental unit to a non-residential use.

I note that Section 49 does not allow for a landlord to end a tenancy because they intend to sell the property.

Section 51 of the *Act* states that a tenant who receives a notice to end tenancy under Section 49 is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

Section 51(2) states that in addition, if steps have not been taken to accomplish the stated purpose for ending the tenancy under Section 49 within a reasonable time after the effective date 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 must pay the tenant an amount that is the equivalent of double the amount of rent payable under the tenancy agreement.

Based on the testimony of both parties, I am satisfied that, despite the landlord's reasons for doing so, she did not use the property for her occupation for at least 6 months after the effective date of the 2 Month Notice.

As a result, I find the tenants are entitled the compensation allow for under Section 51(2) of the *Act*.

### Conclusion

I find the tenants are entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$2,950.00** comprised of \$2,850.00 monies owed and the \$100.00 fee paid by the tenants for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: January 04, 2017

---

Residential Tenancy Branch