



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bentra Ventures
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT

Introduction

This hearing was convened in response to an application by the Tenant for a monetary order for compensation pursuant to section 67 of the *Residential Tenancy Act* (the “Act”).

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the compensation claimed?

Background and Evidence

The following are agreed or undisputed facts: The tenancy started on January 9, 2020. Rent of \$1,475.00 was payable on the first day of each month. The Tenant was given a four month notice to end the tenancy for landlord’s use dated August 21, 2020 (the “Notice”). The Notice carries the effective date of January 1, 2021 with the stated reason that the unit would undergo extensive renovations. The Tenant was subsequently given a ten-day notice to end tenancy for unpaid rent and in a Decision dated October 26, 2020 the Landlord was granted an order of possession. The Tenant moved out of the unit on November 25, 2020 as a result of that order of possession.

The Tenant states that the Landlord did not complete the renovations. The Landlord argues that as the tenancy ended due to unpaid rent and not as a result of the Notice the Landlord is not required to pay the compensation claimed.

Analysis

Section 51(2) of the Act provides that subject to subsection (3), the landlord or, if applicable, the purchaser who asked the landlord to give the notice must pay the tenant, in addition to the amount payable under subsection (1), an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement if the landlord or purchaser, as applicable, does not establish that

- (a) the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice, and
- (b) the rental unit, except in respect of the purpose specified in section 49 (6) (a), has been used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

Policy Guideline #50 provides that a tenant may apply for an order for compensation under section 51(2) of the RTA if a landlord who ended their tenancy under section 49 of the RTA has not accomplished the stated purpose for ending the tenancy within a reasonable period after the effective date of the notice to end tenancy or used the rental unit for that stated purpose for at least six months beginning within a reasonable period after the effective date of the notice (except for demolition).

Although the Tenant received the Notice from the Landlord, the tenancy subsequently ended on the basis of unpaid rent with the Landlord obtaining an order of possession of the unit for this reason and before the Notice became effective to end the tenancy. For this reason, I find that the Landlord did not end the tenancy with the Notice and that the Tenant is not therefore entitled to the compensation claimed.

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage

or loss that results. As the Tenant's claim for moving costs is not supported by any evidence of a breach by the Landlord causing the costs, I dismiss this claim and in effect the application is dismissed in its entirety

Conclusion

The 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 Act.

Dated: September 1, 2021

Residential Tenancy Branch