



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **INTERIM DECISION**

Dispute Codes      MNDC, O

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the tenants' application. The landlord confirmed that the tenants handed him a copy of their dispute resolution hearing package on January 26 or 27, 2013. I am satisfied that the tenants served the landlord with their dispute resolution hearing package in accordance with the *Act*.

### Issues(s) to be Decided

Are the tenants entitled to a monetary Order pursuant to sections 51 and 67 of the *Act* for the landlord's failure to comply with the provisions of section 51 of the *Act* after issuing a 2 Month Notice to the tenants?

### Background and Evidence

This tenancy commenced as a one-year fixed term tenancy in November 2010. When the initial term expired, the tenancy converted to a periodic tenancy. Monthly rent was set at \$2,495.00, payable in advance on the first of each month. The parties agreed that the landlord has returned the tenants' \$1,247.50 security deposit paid in November 2010.

The tenants applied for a monetary award of \$7,485.00. They maintained that the landlord has not given them the monetary equivalent of one month's rent (pursuant to section 51(1) or 51(1.2) of the *Act*) for requiring them to vacate their rental premises following the landlord's issuance of a 2 Month Notice. They also maintained that the landlord has not required their eviction for the purpose stated in his 2 Month Notice.

They requested a monetary award equivalent to double their monthly rent as a result of the landlord's failure to comply with this provision of the *Act* (section 51(2) of the *Act*).

### Preliminary Matters

The tenants testified that on January 31, 2012, the landlord handed them a 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice), requiring them to vacate the rental unit by March 31, 2012. They referred to this two page document signed by the landlord, which they said that they had included in their 11-page fax to the RTB and had provided to the landlord. The tenants also testified that they gave the landlord written notice pursuant to the *Act* that they intended to vacate by February 28, 2012, as they had found suitable alternate accommodation that they could occupy before the effective date of the landlord's 2 Month Notice.

The landlord gave sworn testimony that he had no recollection of having given the tenants a 2 Month Notice. He testified that the tenants vacated the rental unit by February 28, 2012, without having given him notice of their intent to do so.

I advised the tenants that the RTB had received only nine pages of their faxed written evidence and had no copy of the 2 Month Notice. The landlord also testified that he did not have the two pages referenced by the tenants in his evidence package and had no copy of the 2 Month Notice.

Rule 6 of the RTB's Rules of Procedure (the Rules) establish the rules with respect to the rescheduling and adjournment of dispute resolution proceedings. Rule 6.3 empowers me to adjourn proceedings to a later time on my own initiative if I believe that an adjournment is necessary in order to consider the matter before me.

In this case, the tenants' application relied on a document (i.e., the 2 Month Notice) that they maintained the landlord had given to them and which the tenants had apparently attempted to include in their written evidence packages to both the RTB and the landlord. As there is disputed sworn testimony from the parties as to whether the landlord issued a 2 Month Notice to the tenants, I told the parties that I was adjourning this hearing to ensure that both parties and the RTB have the same set of evidence before them during the reconvened hearing.

### Conclusion

I find it appropriate to grant an adjournment, and I order that a time be set aside for a reconvened hearing to take place. **Notices of Reconvened Hearing are enclosed with this decision for the applicants to serve, with all other required documents,**

**upon the landlord within three (3) days of receiving this interim decision in accordance with section 88 of the *Act*.**

As noted at the hearing, I order the tenants to send a copy of the 2 Month Notice to the RTB and to the landlord, the latter to be served preferably by registered mail. I also order the tenants to send both the landlord and the RTB a copy of their written notice to end this tenancy before the effective date allegedly identified in the 2 Month Notice as well as a copy of the Residential Tenancy Agreement for this tenancy. I allow no other submissions of written evidence as the purpose of this adjournment is only to ensure that the landlord and the RTBI have information referenced but not supplied or received at the initial hearing of the tenants' application.

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: April 25, 2013

---

Residential Tenancy Branch

