



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss suffered under the Act, regulation or tenancy agreement for being given a Two Month Notice to End Tenancy for Landlords use of Property in bad faith. Both parties participated in the hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy began on or about December 2009 and ended April 30, 2011. Rent in the amount of \$1000.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$500.00.

The tenant gave the following testimony:

The tenant stated that he was given a One Month Notice to End Tenancy and that the landlords made him move out early. The tenant stated this is the third hearing involving these two parties. The tenant is of the belief that the landlords are using the house as a holiday home only and do not reside there. The tenant stated that he drives by the house all the time and that the landlords do not live there. The tenant stated that he waited up until the end of the limitation period to allow the landlords "a chance".

The landlords gave the following testimony:

The landlords stated that they do in fact live in the house and that it has not been used as a holiday home. The landlords stated that they were unsure as to why this matter is

before the branch again as a settlement was reached in a separate hearing in March 2011.

Analysis

The tenant must demonstrate that the landlords issued the Notice to End Tenancy in bad faith to be successful in their application. The tenant did not supply the actual notice that was given to him for consideration in this hearing nor did he supply a tenancy agreement. The tenant requested that I rely on the previous Arbitrators decision for information and for evidence. In the decision submitted by the tenant; the Arbitrator refers to a Two Month Notice to End Tenancy for Landlords Use of Property. In the tenant's own testimony he stated he was given a One Month Notice to End Employment. The tenant also stated that the tenancy was to end on May 1, 2011 yet the decision clearly shows that the parties came to an agreement that the tenancy would end on May 31, 2011. The tenant's own testimony was in direct contradiction to the documentation he wished for me to refer and rely on. The notice to end tenancy is not a trivial piece of information; it is a vital tool in understanding how the tenancy came to an end. I have conflicting versions as to the basis of issuing the notice and as such I am unable to ascertain what the reason to end tenancy was and whether any compensation is to be granted. In the absence of the actual Notice to End Tenancy and the contradictory testimony provided by the tenant, I dismiss the tenant's application in its entirety.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: May 23, 2013

Residential Tenancy Branch

