



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other.

Issue(s) to be Decided

Are the tenants entitled to a monetary order equivalent to two months' rent as compensation pursuant to Section 51 of the Act?

Are the tenants entitled to the recovery of the filing fee for this application?

Background and Evidence

The tenant's testimony is as follows. The tenancy began on December 1, 2014 and ended on August 1, 2015. The tenants were obligated to pay \$1800.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$900.00 security deposit. The tenants testified that the landlord verbally requested that they move out by August 1, 2016. The tenants testified that the landlords' son who was living in the basement would be moving into the main floor as he was getting married. The tenants testified that the unit was advertised on the internet on January 1, 2016 for an increased rental amount. The tenants testified that the landlord issued the notice in bad faith and that they should be entitled to two months' rent as compensation. The tenants testified

that the landlord provide some form of written notice but was not submitted for this hearing.

The landlord gave the following testimony. The landlord questioned “why am I being sued”? The landlord testified that the tenants caused damage to the unit and painted it without their permission.

Analysis

The tenants testified that they were given a Notice to End Tenancy for Landlords Use of Property pursuant to Section 49 of the Act. The tenants testified that the basis for the issuance of that notice was that the owners’ son was going to move into the suite. The tenants testified that the unit was back on the market for rent five months after they had vacated and submit that the landlord issued the notice in bad faith. The tenants request compensation in the amount of two months’ rent (\$3600.00) pursuant to section 51(2)(b) of the Act as the landlord has not used the unit for the stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice.

The tenants have not provided a copy of the notice nor did the landlords. The tenants had originally testified that it was a verbal request that they agreed to, and then later stated that some form of written notice was submitted. Based on the absence of any written notice or the agreement of the parties of such notice’s form and content, I find that the tenants have not provided sufficient evidence to be successful in their application.

Conclusion

The tenant’s application is dismissed in its entirety.

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 03, 2017

Residential Tenancy Branch