



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, FFT, OLC

### Introduction and Conclusion

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on August 2, 2018, wherein the Tenants requested an Order canceling a 2 Month Notice to End Tenancy for Landlord's Use issued on June 1, 2018, an Order that the Landlords comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation* or the residential tenancy agreement and to recover the filing fee.

The hearing was conducted by teleconference at 9:30 a.m. on September 21, 2018.

Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The Tenant S.J. confirmed that she named her three month old child, A.B., as a Tenant on the Application for Dispute Resolution. Pursuant to section 64(3)(c) of the *Residential Tenancy Act* I amend the Tenants' Application to remove the name of their child as a tenant.

At the outset of the hearing the Tenant, S.J., confirmed that they had vacated the rental unit. As such, the Tenants' request to cancel the Notice was no longer required.

Similarly, as the tenancy has ended, the Tenants request for an Order that the Landlords comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation* or the residential tenancy agreement was no longer applicable.

**The Tenants' claims are therefore dismissed.**

The Tenant stated that it is her belief that the Landlords do not intend to use the rental unit for the stated purpose. The parties were reminded of the provisions of section 51 of the *Act* which reads as follows:

**51** (1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] 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.

(1.1) A tenant referred to in subsection (1) may withhold the amount authorized from the last month's rent and, for the purposes of section 50 (2), that amount is deemed to have been paid to the landlord.

(1.2) If a tenant referred to in subsection (1) gives notice under section 50 before withholding the amount referred to in that subsection, the landlord must refund that amount.

(2) 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

(a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or

(b) the rental unit is not used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

(3) The director may excuse the landlord or, if applicable, the purchaser who asked the landlord to give the notice from paying the tenant the amount required under subsection (2) if, in the director's opinion, extenuating circumstances prevented the landlord or the purchaser, as the case may be, from

(a) accomplishing, within a reasonable period after the effective date of the notice, the stated purpose for ending the tenancy, or

(b) using the rental unit for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

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: September 21, 2018

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Residential Tenancy Branch