



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding QUAY PACIFIC PROPERTY MANAGEMENT
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC FF

This hearing was convened pursuant to an Application for Dispute Resolution made by the Tenant on June 6, 2019 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for monetary loss or other money owed; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing on her own behalf. The corporate Landlord was represented at the hearing by M.S. and E.F., agents. The individual Landlord, A.Z., attended the hearing on his own behalf. The Tenant, M.S., E.F., and A.Z. each provided a solemn affirmation at the beginning of the hearing.

During the hearing, the Tenant confirmed she was seeking compensation of 12 times the monthly rent payable under the tenancy agreement, pursuant to section 51(2) of the *Act*. This provision confirms that a landlord who issues a notice to end tenancy for landlord's use of property under section 49 of the *Act* must pay the tenant 12 times the monthly rent payable under the tenancy agreement if 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 if 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.

The parties agreed that the Landlords did not issue a notice to end tenancy for landlord's use of property pursuant to section 49 of the *Act*. Therefore, I find the Tenant is not entitled to make a claim for compensation under section 51(2) of the *Act*. Accordingly, I find that the Application for compensation under section 51(2) of the *Act* is dismissed, without leave to reapply. However, the Tenant remains at liberty to reapply for other losses arising from the tenancy. This is not an extension of any statutory deadline.

Although there is no obligation to do so, the parties are encouraged to consider negotiation as a means of resolving this matter. If any of the parties have questions about their rights and obligations under the Act or the tenancy agreement between them, Information Officers are available to assist during normal business hours: 1-800-665-8779.

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 20, 2019

Residential Tenancy Branch