



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, MNDCT

Introduction

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

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated March 22, 2021 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- a monetary order for compensation from the landlord related to a Notice to End Tenancy for Landlord's Use of Property, pursuant to section 51.

The three landlords, landlord TN ("landlord"), landlord CO and landlord JM (collectively "purchasers") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 15 minutes.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

The tenant stated that he did not receive any written evidence from the purchasers. The purchasers claimed that they served the tenant with their written evidence in May 2021, but they did not have the exact date or the tracking number for the mailing.

At the outset of the hearing, the tenant confirmed that he moved out of the rental unit on May 31, 2021 and he was not pursuing his application to cancel the 2 Month Notice or an order to comply. I notified the tenant that these portions of his application were dismissed without leave to reapply. The tenant confirmed his understanding of same.

I notified the tenant that his monetary application was made prematurely, as he confirmed it was filed on April 6, 2021, prior to moving out on May 31, 2021. The effective move-out date on the 2 Month Notice provided by the tenant for this hearing, is also May 31, 2021. The tenant confirmed his understanding of same.

I informed the tenant to review section 51 of the *Act*, as noted below, which he confirmed is the basis for his monetary application made at this hearing:

51 (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.

I informed the tenant that he could file a new application and pay a new filing fee if he wants to pursue this matter in the future. I notified him that I could not provide legal advice to him, but he could hire a lawyer for same. The tenant confirmed his understanding of same.

Conclusion

The tenant's application for a monetary order for compensation from the landlord related to a Notice to End Tenancy for Landlord's Use of Property, is dismissed with leave to reapply.

The remainder of the tenant's application is dismissed 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: July 26, 2021

Residential Tenancy Branch