



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC

Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67.

The tenant, B.M. (the tenants) and the landlord, L.H. (the landlords) both attended the hearing via conference call and provided affirmed testimony. Neither the tenant, C.L. or the landlord, B.H. attended or were represented.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The tenants stated that the landlords were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on May 12, 2021. Both parties also confirmed the landlords served the tenants with the submitted documentary evidence via Canada Post Registered Mail. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 71 of the Act.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for compensation?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenants seek a monetary claim of \$12,000.00 as compensation under section 51 "for abuse of 2 Month Notice to End Tenancy -Landlord's Use (mother to occupy unit)". The tenants stated that the landlord has not used the rental unit for the stated purpose as per the notice to end tenancy.

Both parties confirmed the landlords served the tenants with a 2 Month Notice to End Tenancy for Landlord's Use of Property. The notice was undated and unsigned. It stated that the effective end of tenancy date as September 14, 2020. The reason selected on the notice was:

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).

The father or mother of the landlord or landlord's spouse.

The tenants referenced a copy of an Advertisement posted January 25, 2021 for a permanent full time "Nanny". It references the need for childcare services.

The landlords disputed the tenants claim arguing that their mother is occupying the rental space and that they have not and do not intend to re-rent the space.

The tenants stated that prior to originally ending the tenancy, the landlords had attempted on multiple occasions to end the tenancy without success. The tenants stated that their only evidence is the job posting for a live-in nanny for childcare.

The landlord re-argued that their mother is occupying the rental space and that they need the space for the landlord's children.

Analysis

Section 51 of the Act states in part that a tenant who receives a notice to end tenancy under section 49 is entitled to receive from the landlord an amount equal to 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 the rental unit is not used for the stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice

In this case, I accept the affirmed testimony of both parties and find on a balance of probabilities that the tenants have failed to provide sufficient evidence to satisfy me that the landlords have not used the rental unit for the stated purpose given on the notice which is to have their mother occupy it. Despite the tenants referencing a job posting for a live-in nanny, the landlords have argued that the space is occupied by the landlords' mother.

Conclusion

The tenants 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: November 02, 2021

Residential Tenancy Branch