



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNETC, FFT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing (the “Hearing Package”) by registered mail on September 10, 2021, in accordance with Section 89 of the Act. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Facts

The Tenant is claiming compensation equivalent to 12 month’s rent for the Landlord not using the rental property as stated in the Landlord’s notice to end tenancy. The Tenant confirms that they were not given a two month notice to end tenancy for landlord’s use on an approved Residential Tenancy Branch (the “RTB”) form. The only notice to end tenancy that was given to the Tenant was in the body of an email.

### Issues

Is the Tenant entitled to the compensation claimed?

Is the Tenant entitled to recovery of the filing fee?

### Analysis

Section 51(1) of the Act provides that 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. Section 51(2) of the Act provides that the landlord 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 the landlord does not establish that

- (a) the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice, and
- (b) the rental unit, except in respect of the purpose specified in section 49 (6) (a), has been used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy,
  - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

Based on the Tenant's evidence that the Landlord did not give the Tenant a notice to end tenancy in the approved form and only gave notice to end the tenancy in the body of an email, I find that the Tenant has not substantiated that they received an effective notice to end tenancy for landlord's use. The Tenant has therefore not substantiated an entitlement to the compensation claimed and I dismiss the application.

Conclusion

The application is dismissed.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: February 11, 2022

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Residential Tenancy Branch