



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, MNDCT, FFT

Introduction

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

:

- a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to Decide

Are the tenants entitled to a monetary order as compensation for loss or damage under the Act, regulation, or tenancy agreement?

Are the tenants entitled to the recovery of the filing fee for this application?

Background and Evidence

The tenants gave the following testimony. KC testified that the tenancy began on May 25, 2021 and ended on September 1, 2021. KC testified that the monthly rent of \$1250.00 was due on the first day of each month. KC testified that on July 20, 2021 she and her husband had a conversation with the landlords who requested that they move out by September 1, 2021. KC testified that they did move out but were not given one month's free rent as required. KC testified that the reason they were told to move out was that their son was going to move in but, he never did. KC seeks 12 months rent as compensation for the landlords' son not moving into the unit.

JY testified that the landlords demanded an illegal rent increase of \$50.00 per month, which the tenants adamantly opposed but, paid the money for the last three months of the tenancy. JY testified that they seek the recover of \$150.00 of rental overpayment. JY testified that the landlord also charged them for extra electricity costs because of their newborn baby. JY testified that even though utilities were included in the rent, the landlord forced them to pay an additional \$200.00 which the tenants want back.

The tenants are applying for the following:

1.	One Months Rent Compensation pursuant to section 49	\$1250.00
2.	Twelve Months rent pursuant to section 51	15,000.00
3.	Overpayment of Rent for three months	150.00
4.	Utilities	200.00
5.	Filing Fee	100.00
6.		
	Total	\$16,700.00

The landlords gave the following testimony. JC testified that no written notice to end the tenancy was given to the tenants. All three landlords testified that the tenants were the ones that wanted to end the tenancy. KC testified that the rent increase and utility payment was a result of a discussion with the tenants. KC testified that he never asked for money but rather, that they watch their utility consumption. KC testified that JY

offered the additional money to cover the costs of their newborn. SC testified that the tenants secretly recorded their conversation and purposely tried to trap the landlord into saying something that would be held against her. All three landlords testified that the tenants should not be entitled to any money.

Analysis

Section 49 and Section 51 compensation \$16,250.00

Section 51(1) of the Act requires that a landlord, **who gives a notice under section 49, including the form of notice that is the subject of this application**, must pay the tenant an amount equivalent to one month's rent. Section 51 (2) of the Act states as follows:

- (2) In addition to the amount payable under subsection (1), if
 - (a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or
 - (b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of twelve times the monthly rent payable under the tenancy agreement.

Both parties confirmed that there was **only a verbal discussion** about the tenancy and that written notice was never given by the landlord to the tenants. Both parties confirmed that a notice to end tenancy in the approved form was never issued by the landlord. As a result of there not being an actual notice to end tenancy the tenants are not entitled to any compensation for any reason regarding the end of tenancy. The tenants request for one month's compensation pursuant to section 49 of the Act and 12 months compensation pursuant to section 51 of the Act is dismissed in its entirety without leave to reapply.

Rental overpayment and utilities cost -\$350.00

The tenant's audio recording and much of their documentary evidence is in Mandarin Chinese and has not been translated and authenticated by an independent and certified third party. The landlords dispute that the tenants were ever forced to pay extra funds,

but the parties came to an agreement through a verbal discussion which the tenants offered to pay an additional amount. The tenants have not provided sufficient and clear evidence to support this portion of their application, accordingly; I dismiss this portion of their application without leave to reapply.

Filing Fee - \$100.00

As the tenants have not been successful in their application, they must bear the cost of the filing fee.

Conclusion

The tenant's application is dismissed in its entirety 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: May 03, 2022

Residential Tenancy Branch