



# 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 was convened in response to an Application for Dispute Resolution filed by the Applicant in which she applied for a monetary Order for money owed or compensation for damage or loss, for compensation related to being served with a Two Month Notice to End Tenancy for Landlord's Use, and to recover the fee for filing this Application for Dispute Resolution.

The Applicant stated that on October 22, 2021 the Dispute Resolution Package was served to the Respondent with the initials "BG", via registered mail. This party will hereinafter be referred to as "BG". "BG" acknowledged receipt of these documents.

The Applicant stated that on October 22, 2021 the Dispute Resolution Package was personally served to the Respondent with the initials "SE". This party will hereinafter be referred to as "SE". "SE" acknowledged receipt of these documents.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Preliminary Matter #1:

With the consent of the Applicant and “SE”, the Application for Dispute Resolution was amended to reflect the proper spelling of “SE”’s surname, as that spelling was provided by “SE” at the hearing.

Preliminary Matter #2:

I have authority to resolve disputes between a landlord and a tenancy in respect to their rights and obligations under the *Residential Tenancy Act (Act)* and/or there tenancy agreement. I do not have authority to resolve disputes between parties who have not entered into a tenancy agreement.

“SE” and “BG” agree that they entered into a tenancy agreement. As neither “SE” nor “BG” filed this Application for Dispute Resolution, I do not have authority to resolve a dispute between these parties at these proceedings.

The Applicant and “SE” agree that they entered into an oral tenancy agreement for the rental unit and that the Applicant paid monthly rent to “SE”. I find that these parties entered into a tenancy agreement and I have authority to resolve a dispute between them at these proceedings.

The Applicant and “BG” agree that these parties never entered into a tenancy agreement. I find that these parties did not enter into a tenancy agreement and I do not have authority to resolve a dispute between those parties at these proceedings. As I do not have authority to resolve a dispute between those parties, I dismiss the application for a monetary Order naming “SG”, without leave to reapply.

Preliminary Matter #3:

On May 22, 2022 the Respondent submitted evidence to the Residential Tenancy Branch. The Respondent stated that this evidence was not served to “SE”. As the evidence was not served to “SE”, it was not accepted as evidence for these proceedings.

The Respondent and “BG” agree that this evidence was posted on “BG”’s door. As I am not proceeding with the claims against “BG”, I am not accepting this evidence as evidence for these proceedings, even though it was received by “BG”.

Preliminary Matter #4:

On May 27, 2022 “BG” submitted evidence to the Residential Tenancy Branch. “BG” stated that this evidence was posted on the Applicant’s door on May 30, 2022. The Applicant acknowledged receipt of this evidence.

As this evidence was not served to “SE”, it was not accepted as evidence for these proceedings. I find that this is not prejudicial to “BG” as I have dismissed the claim for a monetary Order naming “BG”.

Preliminary Matter #5

At the hearing the Respondent withdrew the application for a monetary Order for money owed or compensation for damage or loss, which related to compensation for being without Wi-Fi or laundry service.

Issue(s) to be Decided:

Is the Applicant entitled to compensation for being served with a Two Month Notice to End Tenancy for Landlord's Use?

Background and Evidence:

“BG” and “SE” agree that:

- “BG” served “SE” with a Two Month Notice to End Tenancy for Landlord's Use, which declared the tenancy would end on October 31, 2021; and
- “SE” vacated the upper portion of the residential complex sometime in September of 2021.

The Applicant and “SE” agree that:

- The Applicant was told that she must vacate her rental unit because “SE”'s tenancy was ending;
- The Applicant vacated her rental unit in the lower portion of the residential complex on October 31, 2021; and
- “SE” did not serve the Applicant with a Two Month Notice to End Tenancy for Landlord's Use.

Analysis:

Section 49 of the *Residential Tenancy Act (Act)* permits a landlord to end a tenancy for various reasons by serving a tenant with a Two Month Notice to End Tenancy for

Landlord's Use. On the basis of the undisputed evidence, I find that "SE" did not serve the Applicant with a Two Month Notice to End Tenancy nor did she attempt to end the tenancy pursuant to section 49 of the *Act*.

Section 51(2) of the *Act* stipulates that if the landlord or, if applicable, the purchaser who asked the landlord to give a Two Month Notice to End Tenancy for Landlord's Use, must pay the tenant an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement if the landlord or purchaser, as applicable, does not establish that the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice, and 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.

As "SE" did not serve the Applicant with a Two Month Notice to End Tenancy for Landlord's Use, "SE" is not subject to the penalty imposed by section 51(2)(a) of the *Act*. I therefore dismiss the claim for compensation that is equivalent to 12 month's rent.

I find that the Application for Dispute Resolution is without merit and that the Applicant is not entitled to recover the fee paid to file this Application.

Conclusion:

The Application for Dispute Resolution 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 *Act*.

Dated: June 03, 2022

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Residential Tenancy Branch