



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 of \$1,000.00 for compensation because the landlords ended the tenancy and have not complied with the *Act* or used the rental unit for the stated purpose, pursuant to section 51;
- a monetary order of \$13,000.00 for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The two landlords, the landlords' agent, and the tenant attended this 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 9 minutes from 1:30 p.m. to 1:39 p.m.

The tenant confirmed her name and spelling. The landlords' agent confirmed the names and spelling for herself and the two landlords. The tenant and the landlords' agent provided their email addresses for me to send this decision to both parties after the hearing.

The landlords' agent confirmed that she had permission to represent the two landlords at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recording of this hearing by any party. At the outset of this hearing, the tenant affirmed, under oath, that she would not record this hearing. At the outset of this

hearing, the landlords' agent affirmed, under oath, that neither she, nor the two landlords, would record this hearing. The landlords' agent confirmed that she and the two landlords were calling from the same location and telephone line.

I explained the hearing process to both parties. I informed both parties that the RTB does not provide legal advice to parties or force them to file applications. They had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

The landlords' agent confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the two landlords were duly served with the tenant's application.

The landlords' agent stated that the landlords did not submit any evidence for this hearing.

Preliminary Issue – Dismissal of Tenant's Application

At the outset of this hearing, the tenant confirmed that she filed this application for 12 months' rent compensation of \$12,000.00 plus one month's rent compensation of \$1,000.00, related to a notice to end tenancy for landlord's use of property. She said that she mistakenly added an additional \$1,000.00 in her application but she was not pursuing this claim.

The landlords' agent and the tenant both agreed that the tenant did not receive a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") or a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit ("4 Month Notice") in the approved RTB forms from the landlords. They both agreed that the tenant only received a One Month Notice to End Tenancy for Cause ("1 Month Notice") from the landlords.

Sections 49, 51 and 52 of the *Act*, state in part (my emphasis added):

- 49 (2) *Subject to section 51 [tenant's compensation: section 49 notice], a **landlord may end a tenancy** (a) for a purpose referred to in subsection (3), (4), (5) or (6) **by giving notice to end the tenancy** effective on a date that must be (i) not earlier than **2 months** after the date the tenant receives the notice,*

...

(b) for a purpose referred to in subsection (6) **by giving notice to end the tenancy** effective on a date that must be

(i) not earlier than **4 months** after the date the tenant receives the notice,

...

(7) A notice under this section must comply with section 52 [form and content of notice to end tenancy].

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.

52 **In order to be effective, a notice to end a tenancy must be in writing and must**

(e) when given by a landlord, be in the approved form.

Both parties provided undisputed, affirmed testimony at this hearing, that the tenant did not receive a 2 Month Notice or a 4 Month Notice in the approved RTB forms from the landlords.

Accordingly, the tenant's application for a monetary order of \$14,000.00, related to a notice to end tenancy for landlord's use of property, pursuant to section 51 of the *Act*, is dismissed without leave to reapply.

As the tenant was unsuccessful in this application, I find that she is not entitled to recover the \$100.00 filing fee paid for this application.

I verbally informed both parties of my decision to dismiss the tenant's entire application, during this hearing. Both parties confirmed their understanding of same.

Conclusion

The tenant's entire 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 11, 2022

Residential Tenancy Branch