



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNETC, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order in an amount equivalent to twelve times the monthly rent payable under the tenancy agreement under section 51(2) and 67;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Both parties attended and had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

Each party confirmed their email address to which the Decision shall be sent.

Each party testified they were not recording the hearing.

Issues

Is the tenant entitled to the following:

- A monetary order for compensation for damage or loss under the Act, Residential Tenancy Regulation ("Regulation") or tenancy agreement pursuant to section 67 of the Act;

- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Background and Evidence

The tenant claimed twelve months rent as compensation. The landlord testified that they intend to comply with the reason for which the Notice was issued, and the tenant's application should be dismissed.

The tenant submitted a copy of the tenancy agreement and provided testimony regarding the background of the tenancy as follows. The tenant moved in to the unit on December 15, 2017. The landlord purchased the unit on December 17, 2021. Rent of \$1,550.00 was payable on the first of the month.

The parties agreed the landlord issued a Two Month Notice for landlord's occupation on December 16, 2021. The tenant acknowledged service and the tenant moved out on February 28, 2022 having received appropriate compensation from the landlord.

The landlord testified they moved into the rental unit on March 26, 2022.

Analysis

Section 49 of the Act provides circumstances where a landlord can end a tenancy for landlord's use of property.

Section 49 (3) of the Act provides that a landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

Section 51 (2) of the Act provides:

(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.

(Underlining added)

As the parties agreed the tenant vacated the unit on February 20, 2022, this application is premature.

Therefore, I dismiss the tenant's application with leave to reapply.

I made no findings of fact regarding the tenancy or the landlord's steps, if any, to comply with section 51(2) or any extenuating circumstances.

Conclusion

The tenant's application is dismissed with leave to reapply except for the application for reimbursement of the filing fee which is dismissed with 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 19, 2022

Residential Tenancy Branch