



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, FFT

Introduction

The Tenants seek an order for monetary compensation under s. 51 of the *Act* equivalent to 12 times the monthly rent payable under the tenancy agreement. The Tenants also seek the return of their filing fee pursuant to s. 72 of the *Act*.

S.M. appeared as the Tenant. H.P. appeared as the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The Tenant advised that the Landlord was served with their application and evidence, which was acknowledged received by the Landlord. The Tenant's evidence includes proof of service in the form of registered mail. I find that the Tenants served the Landlord with their application materials in accordance with s. 89 of the *Act*.

The Landlord confirmed she served no evidence in response.

Dismissal of the Tenants Claim

I obtained submissions from the parties that they signed a tenancy agreement on January 7, 2022 for a tenancy that was to begin on January 31, 2022. The Tenant confirmed they never took occupancy of the subject rental unit after being notified that the Landlord could not follow through with the tenancy. The Landlord confirmed that the rental unit was sold with the new owners taking possession of the property on February 22, 2022.

Both parties confirmed that no notice to end tenancy was ever issued.

Pursuant to s. 51(2) of the *Act*, a tenant may be entitled to compensation equivalent to 12 times the monthly rent payable under the tenancy agreement when a notice to end tenancy has been issued under s. 49 and the landlord or the purchaser who asked the landlord to issue the notice, as applicable under the circumstances, does not establish:

- that the purpose stated within the notice was accomplished in a reasonable time after the effective date of the notice; and
- has been used for the stated purpose for at least 6 months.

Section 51 is clear that entitlement to compensation equivalent to 12 times the monthly rent payable under the tenancy agreement only arises when a tenant receives a notice to end tenancy under s. 49. The Landlord confirms no Two-Month Notice was ever issued and the Tenant confirms never receiving a Two-Month Notice. As no notice to end tenancy was issued under s. 49, I find that the Tenants are not entitled to compensation under s. 51(2) of the *Act*. I dismiss the Tenants claim under s. 51(2) without leave to reapply.

The Tenants were unsuccessful in their application. I find that they are not entitled to the return of their filing fee. I dismiss their claim under s. 72 of the *Act* for the return of their filing fee without leave to reapply.

This dismissal shall not be construed as a limit on other relief in which the Tenants may be entitled to under the *Act* nor does it extend any time limitation that may apply under the *Act*.

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: August 22, 2022

Residential Tenancy Branch