



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC

Introduction

On March 22, 2022, the Tenants applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 51 of the *Residential Tenancy Act* (the “Act”).

Both Tenants attended the hearing, with M.M. attending the hearing as their translator. G.F. attended the hearing as counsel for the Landlord, and M.Z. and R.Q. attended the hearing as well, as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could 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. As well, all parties in attendance, with the exception of G.F., provided a solemn affirmation.

Tenant A.M. advised that the Landlord was served the Notice of Hearing and evidence package by registered mail on March 26, 2022, and M.Z. confirmed that the Landlord received this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was duly served the Tenants’ Notice of Hearing and evidence package. As such, I have accepted this evidence and will consider it when rendering this Decision.

G.F. advised that the Tenants were served with the Landlord’s evidence by registered mail on October 12, 2022, and A.M. confirmed that this was received. Based on this

undisputed testimony, I have accepted this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. 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.

Issue(s) to be Decided

- Are the Tenants entitled to a Monetary Order in the amount of 12 months' compensation based on a Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit (the "Notice")?

Background, Evidence, and Analysis

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on July 1, 2020, that rent was established at an amount of \$4,500.00 per month, and that it was due on the first day of each month. A security deposit of \$2,100.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

As well, all parties confirmed that the Landlord never served a Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit, nor any other approved form to end the tenancy. However, the parties did agree that the tenancy ended on July 17, 2021, by way of a signed mutual agreement. This mutual agreement to end tenancy was submitted as documentary evidence for consideration.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the

following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 49(6) of the *Act* outlines the Landlord's right to end a tenancy in respect of a rental unit when the Landlord has all the necessary permits and approvals required by law, and intends in good faith, to demolish the rental unit, convert the residential property to strata lots under the *Strata Property Act*, convert the residential property into a not for profit housing cooperative under the *Cooperative Association Act*, or convert the rental unit for use by a caretaker, manager or superintendent of the residential property, or convert the rental unit to a non-residential use.

Furthermore, Section 51 of the *Act* below outlines compensation requirements if the Landlord did not use the property for the stated purpose:

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.

Section 52 of the *Act* requires that any notice to end tenancy issued by a Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

When reviewing the totality of the evidence before me, there is no dispute that the Landlord never served the Tenants with any such notice to end tenancy that would trigger Section 51 of the *Act* pertaining to the Tenants' right to claim for compensation. Given that the undisputed evidence is that the tenancy ended by way of a mutual agreement to end tenancy, clearly the parties agreed and elected to end this tenancy in a different manner.

Ultimately, as no approved notice to end the tenancy was ever served by the Landlord, I dismiss the Tenants' Application without leave to reapply.

Conclusion

Based on the above, the Tenants' Application is dismissed in its entirety.

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: October 27, 2022

Residential Tenancy Branch