



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNETC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

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- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The tenant attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. The landlord did not participate in the hearing. The tenant gave affirmed testimony and provided documentation that the landlord was served the tenants application and notice of this hearing by way of registered mail on May 6, 2022. Pursuant to sections 89 and 90 of the Act, I find that the landlord is deemed served five day's later on May 11, 2022. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue to be Decided

Is the tenant entitled to a monetary order the equivalent of twelve months' rent as claimed?

### Background and Evidence

The tenant gave the following testimony. The month to month tenancy had a monthly rent payable of \$2100.00 due on the first of each month. On March 20, 2020 the landlord served the tenant with a Two Month Notice to End Tenancy for Landlords' Use

of Property. The Notice to End Tenancy required the tenants to move out of the rental unit by May 31, 2020. The ground for the Notice was:

- *All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.*

The tenant moved out of the rental on May 31, 2020. The tenant testified that he did weekly drive-bys and that no one had moved into the home. The tenant testified that he had the neighbour across the lane “keeping an eye out” to see if anyone ever moved in. The tenant testified that he is requesting 12 months compensation.

### Analysis

Section 51(1) of the Act requires that a landlord, who gives a notice under section 49, including the form of notice that is the subject of this application, must pay the tenant an amount equivalent to one month’s rent. Section 51 (2) of the Act states as follows:

- (2) In addition to the amount payable under subsection (1), if
- (a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or
  - (b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,
- the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of twelve times the monthly rent payable under the tenancy agreement.

The applicant seeks payment of compensation in the amount of twelve times the monthly rent under the tenancy agreement because the property was not used for the stated purpose for ending the tenancy. This notice was issued in March 2020 and as such and at that time, the Act stated that the onus is on the tenant to provide sufficient evidence to show that the landlord did not use the property for the stated purpose on the notice. The tenant alluded to a document from the neighbor across the lane that could corroborate his story, however, the tenant did not submit it for this hearing. The neighbor did not provide an affidavit or participate in the hearing to provide sworn

testimony. The tenant stated the photo he sent in of the home in July 2020 depicting uncut grass “four feet high” constitutes a “renoviction”. I do not agree with the tenant’s assertion. The tenant stated that he drove by weekly but did not make any formal observations or notes of said dates or provide a witness to corroborate his allegations. Based on all of the above, and the insufficient evidence before me, the tenant has not proven his claim, I hereby dismiss this application in its entirety without leave to reapply.

Conclusion

The tenant’s application is dismissed in its entirety 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: January 15, 2023

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Residential Tenancy Branch