



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNETC, FF

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for a monetary order in the amount of \$15,600, comprised of 12 months' compensation due to the landlord failing to comply with the reason stated on the Two Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice) and recovery of the cost of the filing fee.

The tenant and the landlord attended, and the parties were affirmed.

During a discussion of preliminary matters, I asked the tenant to point me to the 2 Month Notice in their evidence. During this discussion, the tenant referred to a photo filed in evidence. This photo was a partial front page of a "*Proof of Service Notice to End Tenancy and Written Demand to Pay Utilities*" (RTB 34).

Marked on this document was that a Two Months' Notice to End Tenancy was served. Only the landlord's name and address, the rental unit address and a date of service was listed, as the rest of the page was not shown.

The tenant confirmed they thought this Proof of Service was the actual 2 Month Notice. Finally, the tenant agreed that they were not served the 2 Month Notice, only the proof of service of the Notice, which they mistakenly believed was the 2 Month Notice.

The landlord stated they could not recall what they had served exactly, but thought it was two pages.

Analysis and Conclusion

Under section 51(1) of the Act, a tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

In addition to the amount payable under subsection (1), section 51(2) of the Act provides that if 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 if 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, the landlord must pay the tenant an amount equivalent of 12 times the monthly rent payable under the tenancy agreement.

What this means, I find, is the triggering event entitling a tenant to receive compensation equivalent to 12 times the monthly rent under the tenancy agreement is receiving the 2 Month Notice.

Form and content of notice to end tenancy

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

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy,
- (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
- (e) when given by a landlord, be in the approved form.

In this case, the tenant did not receive a 2 Month Notice. As a result, I find it was the tenant's choice to vacate the rental unit, as they were not legally obligated to vacate for the reason they mistakenly believed.

Based on the above, I find the tenant has failed to prove the landlord ended the tenancy in accordance with section 49 of the Act and therefore, I find the tenant has submitted insufficient evidence to show they are entitled to compensation under section 51(2) of the Act. Therefore, I **dismiss** the tenant's application 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: March 29, 2023

Residential Tenancy Branch