



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      **MNETC, FFT**

### **Introduction**

This hearing dealt with an application by the tenants pursuant to the Residential Tenancy Act ("Act") for orders as follows:

- For an order for compensation equal to 12 months rent pursuant to section 51 of the Act
- For reimbursement of the filing fee pursuant to section 72 of the Act

Landlord EH appeared with agent TL. Tenant PD appeared with advocate KC. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The hearing was conducted by conference call. The parties were reminded to not record the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The landlord acknowledged receiving the tenants' dispute notice and materials and based on the evidence I find the landlord duly served in accordance with sections 88 and 89 of the Act. The landlord did not file any materials.

### **Issue(s) to be Decided**

1. Is the tenant entitled to a monetary order for compensation of twelve months rent?
2. Is the tenant entitled to recover the filing fee for this application?

### Background and Evidence

The tenancy commenced May 14, 2014. Rent was \$1,450.00 per month due on the first of the month. The landlord holds a security deposit of \$650.00 for the tenants. The tenancy ended March 30, 2022.

The tenants allege that the landlord has not used the rental unit for the purposes stated in the Two Month Notice to End Tenancy ("Two Month Notice") served on the tenants on January 26, 2022 with an effective date of March 31, 2022.

The Two Month Notice was provided in evidence.

### Analysis

I have reviewed the Two Month Notice in evidence. The Two Month Notice does not state the reason why the landlord wished to end the tenancy:

**For this Two Month's Notice to End Tenancy (check the box that applies)**

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).

Please indicate which close family member will occupy the unit.

☐ The landlord or the landlord's spouse

☐ The child of the landlord or landlord's spouse

☐ The father or mother of the landlord or landlord's spouse

☐ The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

☐ All of the conditions for the 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 no longer qualifies for the subsidized rental unit.

**Purchaser Information: (complete only if issuing this Notice because the purchaser asked for notice to be given)**

First and middle name | Last name

Section 52 of the Act requires the landlord to state a reason for ending the tenancy on the Two Month Notice. Section 51 of the Act requires the landlord to pay the tenants compensation equivalent to 12 months rent if the landlord does not establish that the landlord used the rental unit for the purpose stated in the Two Month Notice.

I find that the Two Month Notice was not a valid notice to end the tenancy as the landlord did not state the reason for ending the tenancy in the Two Month Notice. The tenants were not required to vacate the rental unit and end the tenancy based on the

Two Month Notice. The end of a tenancy was done voluntarily by the tenants as the Two Month Notice was not valid.

I find that the landlord is not required to establish based on section 51 of the Act that they used the rental unit for the purpose stated in the Two Month Notice as there was no requirement for the tenants to vacate the rental unit. Therefore, the tenants' application is dismissed.

As the tenants were unsuccessful in their application, they are not entitled to recover the \$100.00 filing fee for the application.

### Conclusion

The tenants' 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: April 26, 2023

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Residential Tenancy Branch