



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      MNETC

### Introduction

The Tenant seeks an order pursuant to s. 51(2) of the *Residential Tenancy Act* (the “Act”) for compensation equivalent to 12 times the monthly rent payable under the tenancy agreement.

T.C. appeared as the Tenant. F.S. and S.S. appeared as the Landlords.

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. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to s. 71(2) of the *Act* that the parties were sufficiently served with the other’s application materials.

### Issue to be Decided

- 1) Is the Tenant entitled to compensation equivalent to 12 times the rent payable under the tenancy agreement?

### Evidence and Analysis

The parties were given an opportunity to present evidence and make submissions. I have reviewed all included written and oral evidence provided to me by the parties and I

have considered all applicable sections of the *Act*. However, only the evidence and issues relevant to the claims in dispute will be referenced in this decision.

### *General Background*

The parties confirm the following details with respect to the tenancy:

- The Tenant vacated the rental unit on June 1, 2022.
- Rent of \$1,100.00 was due on the first of each month.

The Tenant advises she moved into the rental unit in 2014. I am provided with a copy of a tenancy agreement signed in September 2018 and am told by the parties that the Landlords purchased the property in April 2018.

The parties further confirm that the Tenant was served with a Two-Month Notice to End Tenancy signed on March 31, 2022 (the “Two-Month Notice”), a copy of which has been provided to me. The Two-Month Notice lists an effective date of June 1, 2022 and that it was issued on the basis that the Landlords’ child would occupy the rental unit.

#### 1) *Is the Tenant Entitled to Compensation Equivalent to 12 Times the Rent Payable under the Tenancy Agreement?*

Provided s. 51(3) of the *Act* does not apply, a tenant may be entitled to compensation under s. 51(1) equivalent to 12 times the monthly rent payable under the tenancy agreement if they received a notice to end tenancy 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.

The Landlords advise that their son moved into the rental unit in August 2022. According to the Landlords, some renovations and updates were undertaken prior to their son moving into the rental unit.

The rental unit in question is a lower suite. The Landlords advise that their son lived with them in the upper portion prior to August 2022 but that he would be attending post-secondary school and wanted his own space. I am told by the Landlords that their son continues to reside within the rental unit.

The Landlords' evidence includes a parking permit they say belongs to their son, which they say he requires as the rental unit does not have off-street parking. The Landlords' evidence also shows the utilities for the rental unit have been put into S.S.'s name.

The Tenant says that she heard from others in town that someone else would be moving into the rental unit and that rent increased to \$1,400.00. According to the Tenant, these people did not move in. The Landlords have written submissions indicating roommates for their son were discussed, but that they never moved in.

In this instance, I have been provided scant documentary evidence from either side indicating one way or the other if the Landlords' son moved into the rental unit. The Landlords' evidence includes ICBC insurance documents for the son, though these merely state the property's address. I accept the Landlord's son, having lived upstairs, likely would not have updated his address with ICBC, such that these documents neither prove nor disprove the son's residency.

I am left with the Landlords affirmed testimony that their son moved into the rental unit in August 2022 after renovations and upgrades were undertaken to the rental unit and that he still lives in the rental unit. I have been provided no evidence to displace this testimony or otherwise indicate the Landlords were not being truthful with me. I accept that the Landlords are truthful in their testimony.

Based entirely in the Landlords affirmed testimony, I find that the Landlords have established that their son moved into the rental unit in August 2022. I further find that this was a reasonable time after the effective date of the notice, being June 1, 2022, as renovations were undertaken. I accept that these were likely necessary given this is a long-term tenancy having begun in 2014. Finally, I find that the Landlords have established their son still lives within the rental unit.

I find that the Landlords have established that the Tenant is not entitled to compensation under s. 51(2) of the *Act*. Accordingly, I dismiss the Tenant's application without leave to reapply.

### Conclusion

The Tenant is not entitled to compensation under s. 51(2) of the *Act*. Her application is dismissed 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: June 01, 2023

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Residential Tenancy Branch