



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNETC, FF

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenants' application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for a monetary order in the amount of \$21,700, 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 tenants attended the hearing. The respondent did not attend. The tenants said they served the respondent at their former rental unit as they had not been provided their address. The tenant submitted that the respondent purchased the residential property from their former landlord.

During a discussion of preliminary matters, I asked the tenants if they received a 2 Month Notice or a 4 month Notice and they confirmed they had not. The tenants filed a text message from the purchaser which was a link to the government website.

The tenants said they were forced to quickly look for another place because of the text message and because the respondent refused their rent. The tenants submitted they learned afterwards that they were entitled to a proper notice to end the tenancy before being required to vacate.

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 tenants did not receive a 2 Month Notice from the landlord. As a result, I find it was the tenants' choice to vacate the rental unit, as they were not legally obligated to vacate.

Based on the above, I find the tenants have failed to prove the landlord ended the tenancy in accordance with section 49 of the Act and therefore, I find the tenants have submitted insufficient evidence to show they are entitled to compensation under section 51(2) of the Act. Therefore, I **dismiss** the tenants' 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: June 13, 2023

Residential Tenancy Branch