



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REAL PROPERTY MANAGEMENT CENTRAL LTD.
PARTNERSHIP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNETC, FFT

Introduction

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

- a monetary order of \$24,000.00 for compensation related to a notice to end tenancy for landlord's use of property, pursuant to section 51; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The "landlord's agent" BS, the "owner" of the rental unit JO, and the two tenants ("male tenant" and "female tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 10 minutes.

This hearing began at 1:30 p.m. and ended at 1:40 p.m. The tenants disconnected from the teleconference, without warning, at approximately 1:40 p.m. The hearing ended at 1:40 p.m., less than a minute after the tenants disconnected.

All hearing participants confirmed their names and spelling. The landlord's agent provided his email address, and the male tenant provided his email address, for me to send a copy of this decision to both parties after the hearing.

The landlord's agent confirmed that he is the property manager employed by the landlord company ("landlord") named in this application and that he had permission to speak on its behalf. The owner confirmed that he owned the rental unit during this tenancy. He said that he hired the landlord company to act on his behalf as the property manager and that the landlord's agent had permission to speak on his behalf.

The male tenant and the landlord's agent identified themselves as the primary speakers for each party at this hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. All hearing participants affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing process to both parties. I informed both parties that I could not provide legal advice to them. I notified them that my role as an Arbitrator was to make a decision regarding this application. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

The landlord's agent confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

The male tenant confirmed receipt of the landlord's evidence package but stated that he did not receive it in the proper way or in the same way that the tenants sent evidence to the landlord.

Preliminary Issue – Dismissal of Tenants' Application

The male tenant confirmed that the tenants seek compensation under section 51(2) of the *Act* for twelve months' rent of \$2,000.00, totalling \$24,000.00, plus the \$100.00 filing fee.

The male tenant testified that the tenants were not given a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") or a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit ("4 Month Notice") by the landlords in the approved Residential Tenancy Branch ("RTB") forms. He said that the tenants did not receive any notices to end tenancy from the landlord. He stated that the tenants vacated the rental unit, pursuant to a fixed term tenancy agreement clause. Neither the landlord, nor the owner, disputed the male tenant's evidence at this hearing.

Sections 49, 51 and 52 of the *Act*, state in part (my emphasis added):

- 49 (2) Subject to section 51 [tenant's compensation: section 49 notice], a **landlord may end a tenancy**
(a) for a purpose referred to in subsection (3), (4), (5) or (6) **by giving notice to end the tenancy** effective on a date that must be
(i) not earlier than **2 months** after the date the tenant receives the notice,
...
(b) for a purpose referred to in subsection (6) **by giving notice to end the tenancy** effective on a date that must be
(i) not earlier than **4 months** after the date the tenant receives the notice,
...
(7) A notice under this section must comply with section 52 [form and content of notice to end tenancy].
- 51 (2) Subject to subsection (3), **the landlord** or, if applicable, the purchaser who asked the landlord to give the notice **must pay the tenant**, in addition to the amount payable under subsection (1), an amount that is the equivalent of **12 times the monthly rent payable** under the tenancy agreement if
(a) 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
(b) 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.
- 52 **In order to be effective, a notice to end a tenancy must be in writing and must**
(e) when given by a landlord, be in the approved form.

Since the tenants did not receive a 2 Month Notice or a 4 Month Notice in the approved RTB forms from the landlord, as required by sections 49 and 52 of the Act, I find that the tenants are not entitled to any monetary compensation under section 51 of the Act.

Accordingly, the tenants' application to recover twelve months rent compensation totalling \$24,000.00, pursuant to section 51 of the Act, is dismissed without leave to reapply.

As the tenants were unsuccessful in this application, I find that they are not entitled to recover the \$100.00 filing fee from the landlord.

During this hearing, I notified both parties of my decision verbally. During this hearing, both parties were given an opportunity to ask questions, which I answered, about my verbal decision.

After the tenants finished asking their questions, I asked them to remain on the line to determine if the landlord's agent or the owner had any questions. I notified them that the hearing had not yet ended. The tenants then immediately disconnected from this hearing, without warning.

After the tenants exited the teleconference, the landlord's agent asked whether I was determining jurisdiction about possession and use of the land, at this hearing. I informed him that I was not, since this hearing was about monetary compensation, not possession and use of the land. He confirmed his understanding of same.

I ended the hearing, after the landlord's agent and owner confirmed that they had no further questions.

Conclusion

The tenants' entire 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: February 10, 2022

Residential Tenancy Branch