



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNETC

### Introduction

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

- a monetary order of \$10,000.00 for compensation related to a notice to end tenancy for landlord's use of property, pursuant to section 51.

The landlord and "tenant DM" did not attend this hearing, which lasted approximately 18 minutes. Tenant EM ("tenant") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing began at 1:30 p.m. and ended 1:48 p.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only people who called into this teleconference.

The tenant confirmed that he had permission to represent tenant DM at this hearing (collectively "tenants").

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recording of this hearing by any party. At the outset of this hearing, the tenant affirmed, under oath, that he would not record this hearing.

During this hearing, I explained the hearing process to the tenant. I informed him that I could not act as his agent or advocate or provide advice to him. He had an opportunity to ask questions, which I answered. The tenant did not make any adjournment or accommodation requests.

The tenant stated that he served the landlord with the tenants' application for dispute resolution hearing package on September 23, 2021, by way of email. He explained that he received the application package by email from the RTB on September 22, 2021.

The tenant initially stated that he thought he served the landlord on October 21, 2021, but that was the incorrect date. The tenant was searching through his emails during this hearing. He claimed that he provided a copy of the email as evidence for this hearing, but his computer "crashed," so he could not find the email or the file name. I provided the tenant with ample and additional time during this hearing to search through his emails and provide a service date.

#### Preliminary Issue – Dismissal of Tenants' Application

At the outset of this hearing, the tenant confirmed that the tenants filed this application for 12 months' rent compensation of \$10,000.00, related to a notice to end tenancy for landlord's use of property.

The tenant testified that the tenants did not receive a 2 Month Notice or a 4 Month Notice in the approved RTB forms from the landlord. He stated that the tenants did not move into the rental unit at all, and the landlord rented the unit to someone else.

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.**

The tenant provided undisputed, affirmed testimony that the tenants did not receive a 2 Month Notice or a 4 Month Notice in the approved RTB forms from the landlord.

Accordingly, the tenants' application for a monetary order of \$10,000.00, for 12 months' rent compensation, related to a notice to end tenancy for landlord's use of property, pursuant to section 51 of the *Act*, is dismissed without leave to reapply.

### Conclusion

The tenants' 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: April 25, 2022

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Residential Tenancy Branch