



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began some time before the spring of 2015 when the respondent landlord purchased the property. The tenant testified that on April 5, the landlord telephoned her and advised that he was demolishing the house and that she would have to vacate the residence by June 30, 2015. The tenant provided a written statement from other tenants in the residence in which they confirmed that they too were told to vacate the unit by June 30 as the house was being demolished. They stated that the landlord failed to give a written eviction notice. The tenant testified that she had contacted a city official who confirmed that someone had applied for a demolition permit for the subject address, but stated that the official was unable to give her copies of those records. The tenant testified that she asked the landlord to give her formal notice and also sent him a link to the online form, but he refused to provide that notice. She stated that she was leaving the country in June and intended to be away for several months, so she accepted the verbal notice because she was concerned that the landlord would give her a formal notice at a time which would end the tenancy while she was out of the country. The tenant seeks to recover compensation for having been evicted pursuant to section 49 of the Act.

The landlord denied having asked the tenant or the other occupants to vacate the rental unit and testified that when he purchased the home, the vendor promised him vacant

possession so he merely told the tenants that their tenancy was ending because he was entitled to vacant possession. He testified that he had never intended to demolish the house and stated that the house is still standing and the suites are rented.

### Analysis

The tenant claims compensation under section 51 of the Act which provides as follows:

51(1) 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.

51(2) In addition to the amount payable under subsection (1), if

51(2)(a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or

51(2)(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

Sections 49(3) and 49(7) of the Act provide as follows:

49(3) A landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

49(7) A notice under this section must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act provides as follows:

In order to be effective, a notice to end a tenancy must be in writing and must

52(a) be signed and dated by the landlord or tenant giving the notice,

52(b) give the address of the rental unit,

52(c) state the effective date of the notice,

52(d) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy, and

52(e) when given by a landlord, be in the approved form.

The tenant's right to compensation under section 51 is not triggered unless the landlord gives a notice under section 49, which must be on the approved form pursuant to section 52. The parties agreed that the only "notice" given to the tenant was verbal and it is clear from the tenant's evidence that she understood that this was not a legal notice. The tenant was well aware that compensation was tied to a legal notice as she submitted into evidence correspondence with a staff member at the Residential Tenancy Branch in which she was advised of the same. The fact that the tenant was concerned that the landlord would end her tenancy at an inopportune time if she did not move when she did does not entitle her to compensation under the Act.

I find that the landlord did not give the tenant a notice in the approved form and therefore the landlord's notice was not effective to end the tenancy and the tenant's right to compensation was not triggered. I therefore dismiss the tenant's claim.

### Conclusion

The claim is dismissed.

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: January 18, 2016

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Residential Tenancy Branch

