



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WESTWIND APARTMENTS - FIVE MILE HOLDINGS LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for compensation pursuant to section 51 of the Act, and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issue to be Decided

Is the tenant entitled to monetary compensation?

### Background and Evidence

The tenancy began on approximately 2 ½ years prior to the tenancy ending on November 1, 2017. Rent in the amount of \$960.00 was payable on the first of each month.

The tenant testified that they vacated the premises on November 1, 2017, because they were told that they would have to move because the landlord was going to do renovations to the building. The tenant stated they were not served with a notice to end tenancy.

File in evidence by the tenant are emails between the parties.

The landlord's agent testified that the tenant was never served with a notice to end tenancy. The agent stated at that time they were in discussions with the tenants about potential renovations.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

#### **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 landlord did not serve the tenant with a notice to end tenancy. Any notice to end tenancy must meet the requirements of section 52 of the Act.

Further, the emails the tenant has provided, as evidence does not support the landlord was ending the tenancy, as any renovation plans were in the discussion phase with the tenants. I find there was no requirement for the tenant to vacate the premises; rather, it was their personal choice.

Furthermore, the tenant is claiming compensation for a provision under the Act that was not in effect in November 2017. The legislation was did not come into effect until May 17, 2018.

Based on the above, I find the tenant's application must be dismissed as they were not served with a notice to end tenancy, and the legislation did not exist at the time. Therefore, I find I do not need to consider the merits of section 51 of the Act.

Conclusion

The tenant's 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: July 16, 2019

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Residential Tenancy Branch