



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      **MNETC, FFT**

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants for a monetary compensation pursuant to section 51 of the Act, that is equal to the equivalent of 12 months of rent.

Only the Respondent and their representative appeared. The tenants did not attend the hearing although the telephone system was monitored for ten minutes. I also note the Residential Tenancy Branch digital file notifications shows that on October 19, 2021, the tenants were sent a reminder notice of the date and time of the hearing, sent to the email address the tenants provided for service.

The article student for the Respondent stated that at no time did the Respondent asked the landlord to issue a Two Month Notice to End the Tenancy for Landlord's Use of Property (the "Notice") issued on January 26, 2021. Filed in evidence is a copy of the Notice, which I note the purchaser section is blank.

The article student stated that the Respondent had only offered to buy the property on March 25, 2021, after the Notice was issued because they were told that the property was vacant and this was through a limited assignment of the original sales contract with the original buyers', not with the owner of the property. The article student stated it was the original purchasers' obligations to fulfill the terms of the conditions of that original agreement.

Filed in evidence is the original contract of purchase and sale, dated January 11, 2021, the addendum to the contract of purchase and sale, which added two additional buyers, dated February 10, 2021, and the assignment to the named Respondent dated March

25, 2021, who was not in the original contract of purchase and sale agreement or the addendum.

The article student submits that the Tenants have filed their application against the wrong party and that their claim should be dismissed against the Respondent.

In this case, I have reviewed the documents before me. I am not satisfied that the Tenants have named the proper Respondent.

The Notice filed in evidence does not show who the purchaser was at the time the Notice was issued as that portion of the Notice was blank. However, the only purchaser at the time the Notice was issued was SSP.

If SSP did ask for the Notice to be given, which that information is not before me, I can find no authority under the Act that would allow the purchaser to be released from their obligation under the Act, simply because they later chose to assign their rights to the property to a different buyer under the Real Estate Services Act.

The Notice is given under good faith that the rental unit will be occupied by the named purchaser or close family member, not to a later unknown assignee. If the original purchaser chose to assign their rights to the property to another buyer after they had requested the Notice be given, I find that was their personal choice, rather than to meet their obligation under the Act.

Based on the above, I find the tenants have not named the right party. The Respondent did not ask the Notice to be issued, nor were they involved with purchasing the property at the time. The Respondents did buy the property under an assignment from the original purchaser, but that does not make them responsible for the action of the original purchaser, because it was the original purchaser who said they intended to occupy the rental unit in good faith.

**I find I must dismiss the tenants' application against the Respondent** as they were not the purchaser who requested the Notice to be issued.

The tenants are a liberty to make a new application; however, it must be against the purchaser who asked for the Notice to be issued. The tenants should be aware that the Notice issued might not be enforceable because no purchaser was listed. However, I make no finding on this issue.

Conclusion

The tenant's application is dismissed against the named Respondent 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: October 26, 2021

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Residential Tenancy Branch