



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on May 6, 2022. The Tenant applied for monetary compensation pursuant to section 51(2) of the *Residential Tenancy Act* (the *Act*).

The Tenant was present at the hearing. The person named as the Landlord was also present.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

As discussed during the hearing, the Tenant has named the incorrect person as the respondent for this application. More specifically, the Tenant is seeking 12 months' compensation because the purchaser of the rental unit didn't move in, as was indicated on the 2 Month Notice to End Tenancy for Landlord's Use (the Notice), and via the "Buyers Notice to Seller for Vacant Possession". The person named as the Landlord on this application confirmed that he issued the Notice on behalf of the purchaser because he was selling the property, and the purchaser asked him, in writing, for vacant possession so that she could move in. The purchaser is named under the "Purchaser Information" section on page 2 of the Notice.

I note the following portion of the Act:

49(5) A landlord may end a tenancy in respect of a rental unit if

- (a) the landlord enters into an agreement in good faith to sell the rental unit,
- (b) all the conditions on which the sale depends have been satisfied, and
- (c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:

- (i) the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit;
- (ii) the purchaser is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

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 the landlord or purchaser, as applicable, does not establish that

- (a) the stated purpose for ending the tenancy was accomplished within a reasonable period after the effective date of the notice, and
- (b) the rental unit, except in respect of the purpose specified in section 49 (6) (a), has been used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.

When a Notice is issued under section 49(5), it is typically the purchaser who is liable for any potential compensation on this matter, and is responsible for following through with the ground selected on the Notice, not the seller. As the seller was named as the respondent for this application, I find the Tenant has named the incorrect party as the Landlord. I hereby dismiss the Tenant's application, with leave to reapply. The Tenant may wish to name the purchaser(s) of the rental unit as respondents to any claim for this type of compensation.

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: May 06, 2022

Residential Tenancy Branch