



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

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## **DECISION**

Dispute Codes: MNETC FFT

### Introduction

The applicant seeks compensation against the respondents pursuant to section 51(2) of the *Residential Tenancy Act* (the “Act”). He also sought to recover the cost of the application filing fee under section 72 of the Act.

### Preliminary Issue: The notice to end a tenancy under section 49

This application is made under section 51(2) of the Act: this section provides monetary relief to a tenant when a landlord or purchaser does not end up using a rental unit for the reason stated in a notice to end tenancy issued under section 49 of the Act.

A notice to end a tenancy under section 49 must be given by a landlord, or by a landlord at a purchaser’s direction, when a landlord or purchaser intends to occupy the rental unit. And a notice to end a tenancy issued under section 49 of the Act, according to subsection 49(7) of the Act “must comply with section 52 [*form and content of notice to end tenancy*] and, in the case of a notice under subsection (5), must contain the name and address of the purchaser who asked the landlord to give the notice.”

Section 52 requires that to be effective a notice 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 only “notice” to end the tenancy was an e-mail sent by the landlord (the seller) to the applicant tenant on January 31, 2022. A copy of this e-mail was submitted into evidence by the applicant.

While the e-mail contained *some* of the information required to be referenced as set out in sections 49 and 52, there was also crucial information not included. Further, the landlord did not comply with the Act specifically in regard to providing the notice to end the tenancy in the approved form. Thus, the landlord never issued an effective or valid notice. For the purposes of the Act the landlord did not give a notice to end the tenancy.

Given that an effective notice to end the tenancy was never issued it follows that a claim under section 51(2) cannot be considered. The application must be dismissed.

### Conclusion

The application is hereby dismissed without leave to reapply.

This decision is made on authority delegated under section 9.1(1) of the Act.

Dated: December 12, 2022

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Residential Tenancy Branch