



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on May 17, 2023, wherein the Tenant sought monetary compensation from the Landlord pursuant to section 51(1) of the *Residential Tenancy Act*, as well as recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for teleconference hearing at 1:30 p.m. on February 2, 2023. Both parties called into the hearing.

Preliminary Matter

On the Tenant's Application the Tenant wrote as follows:

"I was never served a Notice to End Tenancy prior to, during, or after the sale of the residence. I requested this notice twice after providing an estimated move out date for the form and was not provided with it, and was instead threatened with eviction. My landlord stated there was a mutual agreement in place, when there was not. Therefore, I am requesting one month's rent as per the proper process of a Notice to End Tenancy. I cannot attach a copy as I was never provided with one."

There was no dispute between the parties that the Landlord did not issue a notice to end tenancy. Copies of electronic communications between the parties confirms the Landlord informed the Tenant she may wish to sell the rental property. The Landlord informed the Tenant that it was a possibility the new owners might want to continue with the tenancy. In response the Tenant moved from the rental unit. At the hearing before me the Tenant stated she felt compelled to move.

Analysis

The Tenant applied for compensation pursuant to section 51(1) of the *Residential Tenancy Act*. Such compensation is available to tenants who receive a notice to end tenancy pursuant to section 49 of the *Act*; for clarity I reproduce the relevant portions of section 49 as follows:

49 ... (2) Subject to section 51 [*tenant's compensation: section 49 notice*], a landlord may end a tenancy

(a) for a purpose referred to in subsection (3), (4) or (5) by giving notice to end the tenancy effective on a date that must be

(i) not earlier than 2 months after the date the tenant receives the notice,

(ii) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, and

(iii) if the tenancy agreement is a fixed term tenancy agreement, not earlier than the date specified as the end of the tenancy, or

...

(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.

...

(7) A notice under this section 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.

...

[emphasis added in **bold**]

As noted in bold above, a notice to end tenancy pursuant to section 49 must comply with section 52 which reads as follows:

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.**

[emphasis added in **bold**]

The undisputed evidence before me is that the Tenant did *not* receive a notice which complies in form and content with sections 49 and 52 of the *Act*. Rather, the Tenant received an email from the Landlord regarding the possible sale. The email was not “in the approved form”, which as noted above, is #RTB-32. #RTB-32 must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, and provide reasons for ending the tenancy. #RTB-32 also provides the Tenant with information relating to their right to dispute the notice, as well as applicable timelines, and provides the Tenant with further details regarding the landlord’s intention with respect to the property. Section 49(7) provides that a notice under section 49 *must* comply with section 52, and section 52 provides that the notice *must* be in the approved form; there is no flexibility with respect to these requirements.

The Tenant may have acted on Landlord’s email, however, this does give rise to compensation pursuant to section 51(1) of the *Act*. I therefore dismiss the Tenant’s claim for compensation based on section 51(1) 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: February 02, 2023

Residential Tenancy Branch