



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNETC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on June 30, 2023. The Tenant applied for monetary compensation pursuant to section 51(2) of the *Residential Tenancy Act* (the *Act*).

One of the Tenants was present at the hearing. The person named as the Landlord was also present, along with legal counsel and a witness. Both parties confirmed receipt of each other's evidence, and no service issues were raised.

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

The Tenants are seeking 12 months' compensation because the Landlord didn't follow through with the grounds selected on the 2 Month Notice to End Tenancy for Landlord's Use (the Notice).

After hearing the submissions of the parties, and after reviewing the evidence, I note the person named on this application as the Landlord (the Seller) was asked to issue the Notice by the purchaser of the rental unit, PG, in the summer of 2021. Page 1 of the Notice shows the Seller completed the Notice and issued it to the Tenants. Page 2 of the Notice shows that the Seller selected the following ground:

The rental unit will be occupied by the Landlord or the Landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).

○ *The Landlord or the Landlord's Spouse*

Then, underneath that ground, the Seller also filled in the “purchaser information”, which is a section only to be completed if the purchaser had requested the Notice be issued. The purchaser is noted to be someone named PG. Alongside this Notice, the Seller also attached a copy of the Buyers Notice to Seller for Vacant Possession, which also clearly lists PG as the purchaser of the rental unit, and that she or her family would be moving in. I note the Tenant alluded to the fact that she heard this form may have been forged. However, she had no evidence to support this allegation. PG was clearly noted to be the buyer, and the Tenant was aware, as per her testimony in the hearing, that she understood that the Notice was issued because the purchaser wanted to move in.

I find the Seller should have selected the following ground:

All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the Landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

I accept that it was an error that the Seller selected the ground that he or his wife would be moving in, and it appears both the Tenants and the Seller understood this issue, and were under the understanding that the Notice was issued at the Buyer's request, under section 49(5) of the Act.

I turn to section 68(1) of the Act, which permits me to amend a Notice to End Tenancy, provided:

- (a) the person receiving the notice knew, or should have known, the information that was omitted from the notice, and*
- (b) in the circumstances, it is reasonable to amend the notice.*

In this case, I find it is reasonable to amend the Notice to reflect the ground that should have been selected, since the Tenant was aware, or should have known, that it was the Purchaser, PG, who requested for the Notice to be issued, as noted in the Buyer's Notice to Seller for Vacant Possession. I amend the Notice, dated July 12, 2021, to reflect the following ground, rather than the ground that was selected:

All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the Landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

Section 51(2) of the Act clearly indicates that if it is the purchaser who requested vacant possession, via the Notice, then it is the purchaser who is liable for compensation. I find the Tenants have applied against the incorrect part in this case, as they have named the Seller. The Tenants must apply against the Purchaser, should they wish to pursue compensation. Regardless of whether the Tenants wish to file a new application and pursue compensation, the Notice has been amended to reflect the correct ground.

This application is dismissed, in full, without leave.

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 14, 2023

Residential Tenancy Branch