



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## 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 July 7, 2023. The Tenant applied for monetary compensation pursuant to section 51(2) of the *Residential Tenancy Act* (the *Act*).

Both parties were present at the hearing and provided affirmed testimony. 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

I note the following portions 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.*

I note that compensation under section 51(2) of the Act is only triggered by a valid Notice issued under section 49 of the Act.

The Tenant has not provided a copy of the Notice she asserts she received as part of this application, and it was not included in her evidence. The Notice is important because it lays out the grounds for ending the tenancy (and the grounds that must be followed through with), the names and addresses of the parties, the timelines, and the respective rights of both parties. This is critical to determining whether or not compensation is due, whether the Tenant has named the correct party as the respondent, and whether the Landlord has breached section 51(2) of the Act by not following through with the selected ground. Since the Tenant failed to provide a copy of the Notice, I decline to make any determinations as to whether or not compensation is due.

I hereby dismiss the Tenant's application, with 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: July 21, 2023