

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNC OPT FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy. Both parties participated in the conference call hearing and had opportunity to be heard.

Issue(s) to be Decided

Does the landlord have cause to end this tenancy?

Background and Evidence

The parties agreed that on or about November 5 the tenant was served with a one-month notice to end tenancy, dated November 4 with an effective date of December 4, together with a letter which indicated that the tenant had to vacate the rental unit because the property had been sold to purchasers who wished to occupy the unit.

The landlord acknowledged that he had used an incorrect form and recognized that a two-month notice to end tenancy should have been used.

Analysis

I find that the landlord does not have cause to end the tenancy. If the landlord wishes to end the tenancy because the rental unit has been sold and the purchasers intend to occupy the rental unit, a two-month notice to end tenancy must be served on the correct form.

The tenant requested an order of possession, but I find this is unnecessary as the notice to end tenancy has been set aside and accordingly dismiss that part of the tenant's claim.

Conclusion

The notice to end tenancy dated November 4 is set aside. As a result, the tenancy will continue. The tenant is entitled to recover the \$50.00 filing fee paid to bring this application. The tenant may deduct this sum from future rent owed to the landlord. In the event the tenancy does not continue, I have enclosed a formal order herewith which may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: December 01, 2008.