



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNL & FF

### Introduction

Some documentary evidence written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and their witnesses the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witnesses.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request to have a section 47 Notice to End Tenancy cancelled and a request to have the respondent bear the \$50.00 cost the filing fee paid for this hearing.

### Background and Evidence

The applicant testified that:

- The landlord gave him a Notice to End Tenancy that stated that the landlord or a family member would be moving into the rental unit.
- He has since found out that the landlord does not intend to move himself or a family member into the rental unit, but in fact, has sold the rental unit.

The applicant is therefore requesting that the Notice to End Tenancy be cancelled and that the landlord pay \$50.00 to the applicant to reimburse him for the fee paid for this hearing.

The respondent's agent testified that:

- The Notice to End Tenancy was filled out incorrectly and that at the time that it was filled out the rental unit had been sold.
- The landlord never did intend to move into the rental unit but thought they had used the correct box, as the purchasers, or new landlords, had informed them that they wanted to move into the rental unit.
- Once they realized their mistake, the tenant was informed that it was the purchasers that said they would be moving into the rental unit.
- There was never any intention to try and trick or mislead the tenant.

## Analysis

The Notice to End Tenancy that was served by the landlords was not a valid Notice to End Tenancy because the landlord never intended to move into the rental unit himself or to have a family member move into the rental unit; therefore I will be setting this Notice to End Tenancy aside.

I accept the landlord's claim that the mistake was inadvertent however since the notice given was not a valid notice the tenant did have a valid grounds to dispute the notice and therefore I order that the landlord bear the cost of the \$50.00 filing fee that the tenant paid for this hearing.



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## Conclusion

The section 47 Notice to End Tenancy, dated March 11, 2009, is hereby cancelled and I've issued an order for the landlords to pay \$50.00 to the tenant to reimburse him for the filing fee paid for this hearing.

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: May 08, 2009.

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Dispute Resolution Officer