

## **DECISION**

**Dispute Codes:** DRI, CNL, O

This hearing dealt with an application by the tenants to dispute an additional rent increase and to cancel a notice to end tenancy.

At the outset of the hearing, the landlord contended that there was no tenancy agreement between the tenants and him. Specifically, he said that there is no written tenancy agreement; he did not collect a security deposit from the tenants; the tenants were merely paying an amount to cover his expenses in administering the property; and the Park does not allow rentals. The tenants said that they had a verbal tenancy agreement with the landlord; they began their tenancy on October 15, 2009; they have been paying the landlord a monthly rent; previous to moving into the present unit, they were renting another unit from the landlord; they have been tenants at this Park since 2000; and the property manager for the Park is aware of their tenancy. The landlord did not dispute the tenants' assertions. Based on the above, I find that there is a tenancy agreement between the landlord and the tenants.

During the hearing, the tenants withdrew their application to dispute an additional rent increase as the landlord had not given a notice of rent increase. I therefore dismiss the tenants' application in this regard.

The tenancy began on October 15, 2008. A monthly rent in the amount of \$900.00 is payable in advance on the first day of each month. Both parties agreed to a monthly rent reduction of \$100.00 for the period from November 1 to April 30. On April 28, 2009, the landlord served the tenants with a notice to end tenancy on the basis that "All of the conditions for 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.”

During the hearing, the landlord said that the he had wanted to move back into the unit himself. He also said that he had put the unit on the market for sale. No evidence was provided to indicate that the landlord has sold the unit or that the purchaser has given written notice to the landlord that he or a close family member intends to occupy the unit. Accordingly, I find that the landlord has not proven sufficient grounds to end this tenancy.

I therefore cancel the landlord’s notice to end tenancy dated April 28, 2009 and the tenancy is to continue.