



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Two Month Notice to End Tenancy for the Landlords Use of the Property and a Monetary Order to recover the filing fee.

The tenant served the landlord by registered mail on October 14, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Should the Two Month Notice to End Tenancy for the landlords Use of the Property be cancelled?
- Is the tenant entitled to recover the filing fee from the landlord for the cost of the application?

## Background and Evidence

This tenancy started on May 01, 1992. This is a month to month tenancy and the tenant pays rent of \$815.00 per month which is due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$275 on April 29, 1992.

The tenant testifies that he was served a Two Month Notice to End Tenancy on September 29, 2009. The reason given on this Notice is 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 Notice because the purchaser or a close family member intends in good faith to occupy the rental unit. The tenant raised some concerns about the sale. He believes the property has not been sold as he has evidence that the property was listed for sale after the date given on the Notice to End Tenancy.

The landlord agent testifies that the property has been sold and all the subjects have been removed for this sale on September 29, 2009. The landlord has provided the sale contract that confirms the sale with all conditions removed and the written request of the purchaser for the landlord to give notice to the tenant to end the tenancy. Both documents are dated September 29, 2009.

## Analysis

I have carefully reviewed and considered all the evidence before me including the verbal testimony of both parties. I find the landlord has provided sufficient evidence to show that the property has been sold and all conditions of the sale have been removed. I further find that the Two Month Notice to End Tenancy was not issued to the tenant until these conditions had been removed and the purchaser of the rental unit had requested,

in writing, that the landlord issues the tenant with a Notice to End Tenancy pursuant to s. 49(5) of the *Act*.

The tenant has concerns about when the property was listed for sale; however, the landlords' evidence shows that the property was listed on September 24, 2009. If the property remains listed that is immaterial to the fact that it has now been sold.

Initially the landlord requested an Order of Possession but withdrew this request after the tenant confirmed his intention to move from the rental unit before the end of November, 2009.

I find the Two Month Notice to End Tenancy dated September 29, 2009 is valid and lawful and decline to set it aside.

As the tenant has been unsuccessful with his application he must bear the cost of filing his application.

## Conclusion

The tenants' application is dismissed in its entirety without 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: November 25, 2009.

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Dispute Resolution Officer