

DECISION

Dispute Codes O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution to cancel a notice to end tenancy. The tenant had applied for "other" but clarified at the start of the hearing that she wanted to cancel the landlord's notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord. The landlord hung up mid way during the proceeding.

During the hearing the landlord indicated that the tenant had not provided all of the documents providing the notice to end the tenancy. When queried as to why he had not submitted any evidence of his own he indicated that he didn't have a fax number or know that he had to.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a notice to end tenancy, pursuant to sections 49 and 52 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant provided into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on November 15, 2009 for a tenancy with a monthly rent of \$1,000.00 due on the 1st of the month and security deposit of \$500.00 paid on December 18, 2009. The tenancy agreement states that the tenancy is both a month to month tenancy and a fixed term tenancy due to end on December 1, 2010;
- A handwritten "post-it" note from the landlord dated February 28, 2010 stating the landlord would be putting the house for sale and the tenant must move out before completion date.

The landlord submitted no documentary evidence. During the hearing the landlord confirmed that he wants the tenants out by the end of March 2010 and that he had various reasons for this. The landlord also insisted that he had issued more than just the "post-it" note to the tenants. The tenant denied receiving anything more than what she submitted into evidence.

Analysis

Section 49 of the Act allows a landlord to end a tenancy if the landlord has entered into an agreement to sell the rental unit; all the conditions on which the sale depends have

been satisfied; and the purchaser has requested in writing that the landlord give notice to end the tenancy.

If the tenancy is a month to month tenancy the landlord must provide the tenant two clear months notice and if the tenancy is for a fixed term the notice is effective at the end date listed in the tenancy agreement.

Section 52 outlines the form and content of a notice to end tenancy; specifically it must be, when given by a landlord, in the approved form. Approved formats are available at the Residential Tenancy Branch website or office.

Based on the evidence before me, the landlord has failed to issue a Notice to End Tenancy for Landlord's Use of Property in compliance with Section 49 and Section 52 of the *Act*.

Conclusion

I grant the tenant's application and find the tenancy is to continue in full force and effect.

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: March 19, 2010.

Dispute Resolution Officer