



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes CNL, MNR, MNDC, MNSD, OLC

### Introduction

This was an application by the tenants for an order cancelling a two month Notice to End Tenancy for landlord's use. The tenants also applied for other relief including monetary orders and orders that the landlord comply with the Act, Regulation or tenancy agreement. The hearing was conducted by conference call. The tenants participated with their advocate and the landlord participated.

### Issue(s) to be Decided

Should the Notices to End Tenancy be cancelled?

Are the tenants entitled to the other remedies requested?

### Background and Evidence

The Rental unit is a house in Burnaby. The tenants have separate rental units and separate tenancy agreements with the landlord. The landlord served each of the tenants with two month Notices to End Tenancy for landlord's use. The Notices were dated November 30, 2010 and required the tenants to move out of the rental property by January 31, 2011. The stated reason for giving the notices was 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 the notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

The purchaser of the rental property is the Province of British Columbia, Ministry of Transportation & Infrastructure. By letter to the landlords dated December 9, 2010 the property agent for the purchaser said: "This letter is written to confirm the property

located at (address of rental property) has been purchased by the Port Mann/Highway 1 project. Vacant possession is required by February 1, 2011.”

The tenants applied to dispute the Notices to End Tenancy. Each of the applicants included in their respective applications a claim for a monetary order in the amount of \$5,000.00 for the cost of emergency repairs, compensation for loss or damage and return of their security deposits as well as a request that the landlord comply with the *Act, Regulation* or tenancy agreement. The tenants claimed that they have been deprived of heat. The tenants included separate claims for different disputed matters in their individual claims.

### Analysis and conclusion

Section 49 of the *Residential Tenancy Act* sets out several grounds upon which a landlord may end a tenancy for landlord's use. There is also a provision that permits a landlord to end a tenancy when he has entered into a binding agreement to sell the rental property and the purchaser of the property asked the landlord in writing to end the tenancy because the purchaser or a close family member, as defined by the Act, intends, in good faith to occupy the rental property.

A landlord may end a tenancy on two months notice if he intends to demolish the rental property and has all the permits and approvals required to do so but the *Residential Tenancy Act* does not have a provision that allows a landlord to end a tenancy because the purchaser of his property intends to demolish the rental unit. In such a case it is up to the purchaser after completion of the purchase and sale of the rental property to give his own notice as landlord to end the tenancy on that ground.

The landlord did not have a written request from the purchaser stating that the purchaser intends to occupy the rental unit when she gave the Notices to End Tenancy

and the evidence presented to me confirms that the purchaser has no intention to occupy the rental property. I therefore order that the Notices to End Tenancy dated November 30, 2010 be, and are hereby cancelled. The tenancies will continue.

With respect to the remainder of the tenants' claims, they should not be dealt with by way of a joined applications because, in addition to a complaint about heating, the tenants each have their own separate grievances with the landlord'; further the requests for payment of the security deposits are premature because the tenancies have not ended.

Section 2.3 of the Rules of Procedure provides as follows:

**2.3 Dismissing unrelated disputes in a single application**

If, in the course of the dispute resolution proceeding, the Dispute Resolution Officer determines that it is appropriate to do so, the Dispute Resolution Officer may dismiss unrelated disputes contained in a single application with or without leave to reapply.

The principal claim by the applicants was their application to cancel the two month Notices to End Tenancy. The other claims advanced are not related to that claim and I have decided should not have been included in the joined applications. The tenants' claims for compensation are dismissed with leave to reapply. Each tenant must make his own separate application for compensation. I make no order with respect to filing fees for these applications.

Dated: December 23, 2010.

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