



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This matter dealt with an application by the Tenant to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property.

Issue(s) to be Decided

1. Are there grounds to end the tenancy?

Background and Evidence

This tenancy started in December 2010. The Landlord rents the whole of the rental property from the current owner and resides in an upper suite. The Landlord sublets a basement suite to the Tenant. The Landlord said that on or about March 10, 2012, he received from the owner of the rental property a 2 Month Notice to End Tenancy for Landlord's Use of Property. The ground checked off on the Notice 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 this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit."*

The Landlord said he also received a document entitled, "Request to Seller to Terminate Tenancy" which stated that there was an unconditional agreement of purchase and sale and that the purchaser or a close family member intended in good faith to occupy the rental property. The Landlord said he does not intend to dispute this Notice. The Landlord said he served the Tenant in person with a similar 2 Month Notice on March 22, 2012 and again on March 30, 2012 with a witness present.

The Tenant admitting to receiving the Notices, however the Tenant claimed that his copies had no box on the 2nd page checked off (which the Landlord denied). The Tenant said he believes that the purchasers do not intend to reside in the rental property but instead intend to demolish it and build a new house as others in the immediate area have done. The Tenant also argued that one month's rent was not sufficient compensation.

Analysis

I find that the Tenant has no standing to bring this application because he is a sub-tenant of the Tenant of the rental property. In other words, once the head tenancy for the whole rental property has ended a sub-tenancy will end automatically. For example, had the Landlord's (or head tenant's) tenancy ended for non-payment of rent (pursuant to a 10 Day Notice) or for cause (pursuant to a One Month Notice), the Landlord (or head tenant) would be required to give up vacant possession of the whole property and the owner would not have to wait for the Landlord (or head tenant) to give a Notice to End Tenancy to a sub-tenant. Consequently, I find that the Tenant has no standing to dispute the 2 Month Notice to End Tenancy served on the Landlord (or head tenant) by the owner of the rental property and accordingly, the Landlord's 2 Month Notices to End Tenancy dated March 22, 2012 and March 30, 2012 are unnecessary and of no force and effect. For these reasons, the Tenant's application is dismissed without leave to reapply

Conclusion

The Tenant's application is dismissed 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: April 17, 2012.

Residential Tenancy Branch