



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** CNL, FF

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy issued by the Landlord for the Landlord's use of the property. The tenant also applied for the recovery of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

### **Issues(s) to be Decided**

Has the Landlord validly issued the Notice to End Tenancy?

### **Background and Evidence**

The Landlord issued the Tenant a two month Notice to End Tenancy, on April 05, 2012, to be effective on July 01, 2012. The reason the Landlord gave the Notice to the Tenant is described as, 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 to end tenancy, because the purchaser or a close family member intends in good faith to occupy the rental unit.

The Landlord filed copies of the contract of purchase and sale with the subjects removed and has attached a letter from the purchaser asking for vacant possession of the rental unit as the purchaser intends to move into the rental unit.

The tenant has disputed the notice on the basis that the Landlord is not the owner of the property and does not have the right to list and sell the property. The tenant has filed copies of land title records for the property which show the owner to be a company (JE). The tenant pointed out that the contract of purchase and sale shows the seller to be a company other than JE. The seller company on the contract is EF.

The landlord stated that JE is the parent company of EF and the transfer of title from JE to EF will take place sometime before July 01, 2012.

**Analysis**

Section 49 (5) of the *Residential Tenancy Act* states that a landlord may end a tenancy in respect of a rental unit if

- (a) The landlord enters into an agreement in good faith to sell the rental unit,
- (b) All the condition on which the sale depends have been satisfied, and
- (c) The purchaser asks the landlord in writing, to give notice to end the tenancy on one of the following grounds:
  - (1) The purchase is an individual and the purchaser or a close family member of the purchaser intends in good faith to occupy the rental unit

For the purposes of this tenancy, the landlord has presented documents that indicate that a sale of the rental property has occurred and that the purchaser has served a notice to the landlord indicating that he intends in good faith to occupy the residential premises that he is purchasing under the contract of purchase and sale dated March 29, 2012. The notice also states that all subjects have been removed and that the purchaser is requesting that the landlord give the tenant of the premises a notice to end tenancy and vacate the premises by 1:00pm on July 01, 2012.

Based on the evidence in front of me, I find that in the event the seller has been misidentified on the contract for purchase and sale, this will be addressed by legal representatives of the purchasers and sellers and corrected by the relevant authorities. I find that the landlord has issued a valid notice and therefore I uphold the notice.

**Conclusion**

The Notice to End Tenancy is upheld. The tenancy will end on or before 1:00 pm on July 01, 2012. Since the Tenant applied to cancel the notice to end tenancy and has not proven his case, he must bear the cost of filing the Application.

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: May 11, 2012.

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Residential Tenancy Branch