



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Frajac Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenants' application pursuant to section 49 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice).

Although both parties were represented at this hearing, the landlords' representative testified that she was acting as the agent for the new purchaser of the rental property. The female tenant (the tenant) testified that on May 27, 2013, her father was handed the 2 Month Notice dated May 27, 2013. She gave undisputed sworn testimony that this 2 Month Notice identified May 22, 2013, as the effective date for this tenancy to end. The landlords' agent confirmed that there had been an error in the date on the 2 Month Notice.

The female tenant testified that she sent a copy of the tenants' hearing package to the then landlords on May 31, 2013. The landlords' agent confirmed that she received a copy of the tenants' dispute resolution hearing package including notification of this hearing after the new owner's realtor forwarded it to the new owner's lawyer. I am satisfied that the tenants served their dispute resolution hearing package to the Respondents in accordance with the *Act*.

Neither party provided me with a copy of the 2 Month Notice and both parties agreed that the 2 Month Notice identified an effective date that preceded the date when that Notice was given to the male tenant. The landlords' agent made no request for an Order of Possession based on the 2 Month Notice, although she said that the effective date on the 2 Month Notice should have been August 1, 2013. Under these circumstances and as ownership of this rental property has apparently changed, I allowed the tenants' application to cancel the existing 2 Month Notice. I did so as I considered that document so flawed that it could not be corrected in accordance with the *Act*.

At the hearing, I advised the parties that the new owner is at liberty to issue a new notice to end this tenancy if that is his or her wish.

Conclusion

The tenants' application to cancel the 2 Month Notice is allowed. This tenancy continues.

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: June 20, 2013

Residential Tenancy Branch