



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by one of the tenants and the landlord.

### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property, pursuant to Section 49 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenants provided the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on September 30, 2011 for a month to month tenancy beginning on October 1, 2011 for a monthly rent of \$900.00 due on the 1<sup>st</sup> of each month with a security deposit of \$450.00 paid; and
- A copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property issued on November 15, 2013 with an effective vacancy date of January 15, 2014 citing the rental unit will be occupied by the landlord or the landlord's spouse or a close family member.

The landlord submits that he has sold this side of the fourplex to his son and that his son wants to move into the rental unit. The tenant submits she does not believe the landlord's son intends to move into the rental unit.

### Analysis

Section 49 of the *Act* allows a landlord to end a tenancy by issuing a notice to end tenancy with an effective date not earlier than 2 months after the date the tenant

receives the notice and the day before the day in the month that rent is payable under the tenancy agreement if:

- i. The rental unit will be occupied by the landlord or the landlord's spouse or a close family member of the landlord or the landlord's spouse; or
- ii. All conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give a notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

Based on the landlord's testimony, I find the landlord is selling the rental unit and as such cannot end the tenancy because he or a close family member intends to reside in the rental unit.

I also find the landlord cannot end the tenancy for the purpose as stated on the 2 Month Notice if he is selling the rental unit and therefore I find the notice to be ineffective.

### Conclusion

Based on the above, I grant the tenant's Application; cancel the 2 Month Notice to End Tenancy for Landlord's Use of Property issued on November 15, 2013 and find the tenancy remains 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: January 23, 2014

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Residential Tenancy Branch

