



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL

Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a Two Month Notice to End Tenancy for landlord's use of the property.

The tenant and landlord attended the conference call hearing and gave sworn testimony. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to have the Two Month Notice to End Tenancy cancelled?

Background and Evidence

The parties agree that this tenancy started on August 01, 2006 for a fixed term of one year. The tenancy has since reverted to a month to month tenancy. Rent for this unit is now \$950.00 per month and is due on the first of each month.

The landlord testifies that the tenant was served a Two Month Notice to End Tenancy because the landlord has sold the property. The landlord agrees that he did not check a reason on page two of the Notice. The Notice was served upon the tenant on February 01, 2014 and has an effective date of April 29, 2014.

The tenant disputes the Two Month Notice. The tenant testifies that the landlord has sold the property to a developer and they want to demolish the house. The tenant seeks to have the Notice cancelled.

Analysis

Having considered the evidence before me I find the landlord has not included any reasons on the Two Month Notice as to why the landlord seeks to end the tenancy. In Order for a Notice to be valid it must be complete and the landlord must include a reason on page two of the Notice.

Consequently I find the tenant's application to cancel the Notice is upheld. The landlord is at liberty to serve the tenant with a new Two Month Notice in accordance to either s. 49(5), 49(6) and 49(7) of the *Residential Tenancy Act* which states:

49(5)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 conditions 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:

(i) the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit;

(ii) the purchaser is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

(6) A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

(a) demolish the rental unit;

(b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;

(c) convert the residential property to strata lots under the [Strata Property Act](#);

(d) convert the residential property into a not for profit housing cooperative under the [Cooperative Association Act](#);

(e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;

(f) convert the rental unit to a non-residential use.

(7) A notice under this section must comply with section 52 [form and content of notice to end tenancy].

Conclusion

The tenant's application is upheld. The Two Month Notice dated February 01, 2014 is cancelled and the tenancy will continue at this time.

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 08, 2014

Residential Tenancy Branch

