



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

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. Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, 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 29, 2014, to be effective on June 30, 2014.

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 tenant disputed the notice in a timely manner, on the basis that he does not believe that the purchaser will move into the rental unit as there is an identical suite across the hallway that has been unoccupied since August 2013. The tenant also stated that he has not seen any document that indicates the intentions of the purchaser.

The landlord agreed that he had not filed any evidence to support his notice to end tenancy. I attempted to get the parties to come to an agreement but the tenant wanted to see proof of the purchaser's request before he would move out pursuant to a notice such as this.

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

In this case the Landlord stated that he was requested in writing to serve a notice to end tenancy on the tenant as the purchaser intended in good faith to occupy the rental unit. However, since the landlord did not file a copy of this request into evidence, he has not proven his case. Therefore I find that the Notice to End Tenancy must be set aside.

Conclusion

The Notice to End Tenancy is set aside and the tenancy will continue.

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: July 04, 2014

Residential Tenancy Branch

