



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mennonite Benevolent Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL

### Introduction

This was a hearing with respect to seven separate applications for dispute resolution, each seeking the cancellation of a two month Notice to End Tenancy for landlords use. Because each of the applications concerned individual rental units at the same rental property and each was brought with respect to a separate Notice to End Tenancy given upon identical grounds, the applications were joined for the purposes of conducting a hearing and they were all heard together by conference call hearing. The landlord was served with the applications for dispute resolution and notice of the hearing. The landlord's named representatives called in and participated in the hearing, as did the named tenants.

### Issue(s) to be Decided

Should the Notices to End Tenancy dated August 27, 2014 be cancelled?

### Background and Evidence

The rental units are located on the landlord's 11 acre property in Abbotsford. There are assisted living facilities, seniors housing and subsidized housing units on the property, but the subject rental units are not part of the assisted living or subsidized housing facilities. The rental units are referred to by the landlord as "the Cottages". The tenants said the rental units are located in two buildings containing 15 self-contained, single storey semi-attached units.

On August 27, 2014 the landlord's representative served a two month Notice to End Tenancy for landlord's use to the tenants in each of the seven units that are the subject of these applications. The Notices were dated August 27, 2014 and they required the tenants to move out of their respective units by October 31, 2014. The reason stated for ending each of the tenancies was that: "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 because the purchaser or a close family member intends in good faith to occupy the rental unit.”

The tenants submitted their applications to cancel the Notices to End Tenancy on September 10, 2014. In her written submission filed on behalf of all applicants, the lead applicant said:

We are disputing this notice because although the notice states that the purchaser intends to occupy the unit(s), that is not physically possible as this is not a single family dwelling. As stated earlier, there are 15 individual units at “the cottages” and one person cannot physically occupy several suites all at the same time.

The tenant said that after these proceedings were commenced she learned that the corporate purchaser of the rental property intends to make some minor renovations to the units and then offer them for rent to senior citizens.

The landlord provided a written submission in reply to these applications. The landlord said in its submission that on April 28, 2014 it entered into a Contract of Purchase and Sale to sell the rental property (including the rental units) to a corporate buyer. The rental property being sold also includes a two storey 75 unit seniors’ care facility. The landlord said that:

On August 26, 2014, the Buyer advised (name of landlord) that it required all tenants of the Cottages (except those in two specified units) to vacate the premises prior to the Buyer completing the purchase of (name of rental property). The Buyer advised that it was going to use (name of property) for its own use and not continue the use put to it by (name of landlord).

The landlord also said in its submission that:

The Buyer informed (name of landlord) that it would substantially renovate the rental units prior to them being occupied and that such renovation required the rental units to be vacant. There is no box on Form #RTB-32 that accords with 49(6)(b) of the Act such that a buyer may ask the landlord to end a tenancy because of the intent to undertake renovations substantial enough to require a rental unit to be vacant. If such a box existed (name), as landlord, would have used that box. Instead (name of landlord) used the closest box possible, based on information provided to it by the Buyer.

The landlord’s position is that there is no legal basis to cancel any of the Notices to End Tenancy served by the landlord because:

(Name of landlord) has complied with all applicable provisions of the *Act* and the Buyer has undertaken, and intends in good faith to continue, substantial renovations such that the remaining units must be vacant to continue the renovations.

### Analysis

There is no box on the 2 Month Notice to End Tenancy For Landlord's Use of Property form that conforms to the reasons stated above by the landlord for seeking to end these tenancies because the *Residential Tenancy Act* only allows a purchaser to instruct a landlord to give a Notice to End Tenancy on his behalf in the singular circumstance stated in the Act, namely: when the purchaser, or a close family member intends in good faith to occupy the unit. If a purchaser decides to buy a property with the intention of renovating it or converting it to another use, then the purchaser must wait until the sale has completed, when he will have become the owner and stepped into the shoes of the landlord before he may give a 2 month Notice to End Tenancy on the ground that he has all necessary permits and intends to renovate the rental unit in a manner that requires the unit to be vacant.

### Conclusion

It follows that the Notices to End Tenancy that are the subject of these applications are invalid. I allow each of the tenants' applications and I order that the Notices to End Tenancy be, and are hereby cancelled. I was advised that some of the tenants who have applied in these applications have moved out and their tenancies have ended. With respect to those tenancies that have not ended, the tenancies will continue until ended in accordance with the provisions of the *Residential Tenancy Act*.

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: November 14, 2014

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Residential Tenancy Branch

