



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This was a hearing with respect to the tenant's application for dispute resolution seeking the cancellation of a two month Notice to End Tenancy for landlords use. The tenant and the landlord's representative, who is her husband, called in and participated in the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated January 3, 2015 be cancelled?

### Background and Evidence

The rental unit is a house in Surrey. On January 3, 2015 the landlord's served a two month Notice to End Tenancy for landlord's use to the tenant. The Notice was dated January 3, 2015 and it required the tenant to move out of the rental unit by March 3, 2015. The reason stated for ending the tenancy 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 tenant submitted his application to cancel the Notice to End Tenancy on January 20, 2015. He said in the application that he believes the Notice to End Tenancy was given because the purchaser intends to tear down the rental unit and develop the property. He said that the whole street has been slated for a condominium development. The tenant provided a copy of the contract of purchase and sale of the rental property made between the landlord as one of the owners and the corporate purchaser. The contract contained a provision with respect to the purchaser's intentions to re-zone the property and obtain a development permit.

At the hearing the landlord's representative said that he does not know what use the landlord intends for the property. He confirmed that he has not received a written

request from the purchaser to give the Notice to End Tenancy because the landlord intends to occupy the rental unit, but he said that the landlord gave the Notice to End Tenancy because the contract of purchase and sale requires the seller to provide vacant possession of the rental property to the purchaser upon completion, which is set for March 15, 2015.

### Analysis

There is no ground listed on the 2 Month Notice to End Tenancy For Landlord's Use of Property form that allows a landlord to end a tenancy because the contract provides that the purchaser shall have vacant possession on closing. 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. The purchaser is a corporate landlord and there is no indication that it is a family corporation, or that an individual who owns the voting shares of the company will occupy the rental unit. If a purchaser decides to buy a property with the intention of developing 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 Notice to End Tenancy that is the subject of this application is invalid. I allow the tenant's applications and I order that the Notice to End Tenancy be, and is hereby cancelled. The tenancy 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: February 06, 2015

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Residential Tenancy Branch

