



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Key Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with an application by the tenant seeking to have a Two Month Notice to End Tenancy for Landlords Use of Property set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. Both parties acknowledged that they exchanged and received each other's evidence in accordance with the Act and the Rules of Procedure.

Issues to be Decided

Is the tenant entitled to have the Notice set aside?

Background and Evidence

The tenancy began on or about November 1, 2013. Rent in the amount of \$1700.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$850.00 and a pet deposit of \$850.00

The landlords' agent testimony is as follows. All conditions of sale were met and the landlord issued a Two Month Notice to End Tenancy for Landlords Use of Property on July 20, 2015 with an effective date of September 30, 2015. The landlords agent stated that the new owner of the property wishes to move into this unit and wants the tenant to move out. The landlords' agent stated that the tenant had no evidence to call the landlords good faith into question, only hearsay.

The tenant gave the following testimony; feels the notice is “unfair, not reasonable and very suspect”, and doesn’t think the new owner is acting in good faith. The tenant stated that he spoke to the buyer’s agent and that she had initially offered the tenant to stay at a higher rent; however when the tenant declined, she issued a notice to end tenancy five days later. The tenant stated that it’s clear the landlord has no intention of moving in.

Analysis

When a landlord issues a notice to end tenancy, they bear the burden of providing sufficient evidence to support the issuance of that notice. The tenants have called into question the new owners good faith as to whether they will be occupying the home.

The landlord’s agent has submitted documentary evidence that shows that one of the conditions of sale is vacant possession as the buyer has signed an undertaking that he and his family will be occupying the suite. Based on the documentation before me, I am satisfied that the new owner of the unit fully intends to move into the suite. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord advised that the tenant has not paid Octobers rent and the tenant has advised that he has not yet received his one month’s compensation as per the notice and Section 49 of the Act. It was explained in great detail to both parties the compensation aspects of Section 49 of the Act and the penalty clause under Section 51 of the Act if the landlord does not abide by the notice. Both parties indicated that they understood and undertake to deal with it after this decision is issued.

The tenant has not been successful in his application.

The Notice dated July 20, 2015 with an effective date of September 30, 2015 remains in full effect and force.

Conclusion

The tenant's application is dismissed. The tenancy is terminated. The landlord is granted an order of possession.

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: October 06, 2015

Residential Tenancy Branch

