



# Residential Tenancy Branch

RTB-136

A matter regarding 585269 BC 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 2 Month Notice to End Tenancy for Landlords Use of Property set aside and to recover the filing fee for this application. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Preliminary Issue

Neither party submitted a copy of the notice to end tenancy for this hearing but each of them was in possession of a copy. However, both parties confirmed the dates and content of the notice and that the notice was issued on the grounds that "All of the conditions for the 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". Both parties agreed that the notice was dated May 23, 2016 with an effective date of July 31, 2016. The hearing proceeded and completed on that basis.

### Issues to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?  
Is the tenant entitled to the recovery of the filing fee?

**Residential Tenancy Branch**

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Background and Evidence

The landlord gave the following testimony. The tenancy began on or about September 1, 2012. Rent in the amount of \$1647.00 is payable in advance on the first day of each month. The landlord stated that they sold the property and that the new owner intends to move in. The landlord stated that the new owner requested in writing, to end the tenancy for the purposes of them to move into the home. The landlord stated that he served the tenant a 2 Month Notice to End Tenancy for Landlords Use of Property on May 23, 2016 by putting a copy in the tenants' mailbox.

CK participated in this hearing and is the party that purchased the home. CK stated that she and her family purchased the home and intend to live in it. CK stated that she was living with her in-laws but preferred to have their own space. CK stated that she and her husband work in the downtown core and the location is very convenient to them. CK stated that when all conditions of the sale were met; she advised the landlord in writing that she wished to have him end the tenancy so that she and her family could move into the unit. CK stated that the family will be moving into the home when they take possession.

The tenant gave the following testimony. The tenant stated that he doesn't believe the purchaser is going to move into the home. The tenant stated that the purchaser is going to "triple the rents and run an Air BNB out of the unit. The tenant stated that the landlord has issued the notice in bad faith and that the tenancy is to continue. The tenant stated the only reason the landlord issued the notice is because he didn't want to sign another one year fixed term tenancy agreement. The tenant stated that because he chose to be on a month to month agreement; the landlord issued this notice to end the tenancy. The tenant stated that the new owner is shareholder in the company and that she has no intention of moving in.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's application and my findings around each are set out below.

The tenant was served the notice to end tenancy in accordance with Section 88(f) of the Act. ~~The tenant filed an application seeking to end the notice on grounds that the~~  
landlord issued the notice in bad faith. If the good faith intent of the landlord is called

**Title**

into question, the burden is on the landlord to establish that they truly intend to do what they said on the Notice to End Tenancy. The landlord must also establish that they do not have another purpose that negates the honesty of intent or demonstrate they do not have an ulterior motive for ending the tenancy.

CK gave testimony for this hearing. Her testimony was clear, concise and compelling. CK gave clear and consistent details as to the timeline of events and the plan to move into the unit. I find the landlord and the owners' testimony to be credible with no evidence of bad faith. I accept that the landlord issued the notice to end the tenancy on the instruction of the new owner that they will be occupying the home when they take possession.

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 2 Month Notice to End Tenancy for Landlords Use of Property dated May 23, 2016 is of full effect and force. The tenancy is terminated.

The tenant has not been successful in their application.

**Conclusion**

The landlord is granted an order of possession. The tenants' application is dismissed.

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 12, 2016

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Residential Tenancy Branch

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