



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KCEMR HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FF

Introduction

The tenants apply to cancel a two month Notice to End Tenancy dated July 28, 2016 with an effective end of tenancy date of September 30, 2016.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the Notice is a valid Notice to end the tenancy?

Background and Evidence

The rental unit is a three bedroom home. The tenancy started in February 2015 at a monthly rent of \$2000.00. In addition to the corporate respondent, the landlords named in the tenancy agreement are Mr. J. and Ms. H. (who did not attend the hearing).

The landlords hold a \$1000.00 security deposit and a \$1000.00 pet damage deposit (charged and paid after the tenancy started).

The landlord Mr. J. testifies that the property was sold pursuant to an offer from Mr. S. made July 24, 2016. Mr. S. gave the vendor landlords an electronically signed document stating that he, "or his spouse, my\our child/children, my\our parent(s)" intend in good faith to occupy the premises.

As a result, in accordance with the obligation to provide vacant tenancy, the landlords issued the two month Notice.

In or about the same time as the Notice was issued, the tenant entered into a new tenancy agreement with the purchasers of the property. That tenancy commences concurrently with the ending of this one.

Analysis

On the facts presented at hearing, it is apparent that the purchasers have conveyed away to these tenants the right to exclusive occupation of the premises on completion of the sale. Neither the vendor nor his family will be occupying the premises.

As a result, the grounds for the Notice to End Tenancy are no longer in existence and I hereby set it aside and cancel it.

The parties agreed to work out the issue of the recovery of the \$100.00 filing fee for this application amongst themselves.

Conclusion

The tenants' application is allowed. The two month Notice to End Tenancy dated July 28, 2016 is hereby cancelled.

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: September 20, 2016

Residential Tenancy Branch