



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL FF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, received at the Residential Tenancy Branch on August 9, 2016 (the "Application").

The Tenants applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a 2 Month Notice to End Tenancy for Landlord's Use of Property, dated July 27, 2016 (the "2 Month Notice"); and
- an order granting recovery of the \$100.00 filing fee paid to make the Application.

The Tenants were represented at the hearing by R.A.P., who provided his solemn affirmation. The Landlord did not attend the hearing.

On behalf of the Tenants, R.A.P. testified he served the Notice of a Dispute Resolution Hearing on the Landlord in person on August 11, 2016. R.A.P. noted they had a conversation about other matters at that time. Accordingly, based on the unchallenged oral testimony of R.A.P., I find the Landlord was duly served with the Notice of a Dispute Resolution Hearing on August 11, 2016.

R.A.P., the only participant who called into the hearing, was provided an opportunity to present the Tenants' evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Issues

1. Is the Tenant entitled to an order cancelling the 2 Month Notice?
2. Is the Tenant entitled to an order granting recovery of the filing fee?

Background and Evidence

The Tenants occupy half of a duplex. Although a written tenancy agreement was not submitted into evidence, R.A.P. confirmed the tenancy has existed for 20 years or more. The Tenants pay rent in the amount of \$890.00 per month. Although he was unable to recall the amount of the security deposit, R.A.P. advised he did pay a security deposit at the beginning of the tenancy.

The Tenants provided a copy of the 2 Month Notice with their documentary evidence. It indicates the reason for ending the tenancy was as follows:

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.

R.A.P. also testified he has no knowledge of the specifics of an alleged sale, has not met new owners, and that the unit beside his is vacant.

The Landlord did not attend the hearing.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

The Tenant appeared to dispute the notice. However, the burden is on the Landlord to establish he truly intends to do what was indicated on the 2 Month Notice. As noted above, the Landlord did not attend the hearing to give evidence, although duly served with the Notice of a Dispute Resolution Hearing.

In light of the above, I find the 2 Month Notice must be cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

As the Tenants have been successful, I award recovery of the \$100.00 filing fee, which I order may be deducted from a future rent payment.

Conclusion

The 2 Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *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: October 04, 2016

Residential Tenancy Branch