



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel Two Month Notice to End Tenancy for Landlord’s Use of Property, (the “Notice”) issued on April 29, 2017, for money owed or compensation for damages or loss under the Act and to recover the filing fee from the landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice to End Tenancy and the tenant’s application to recover the filing fee at these proceedings. The balance of the tenant’s application is dismissed, with leave to reapply.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Procedural matter

During the hearing, I heard evidence from the landlord and the real estate agent on the contents of a purchase agreement. I found it appropriate for a copy of that agreement to be provided to me for my review and consideration, no later than 4PM on June 23,

2017, to confirm the testimony of the landlord and real estate agent. I accept it was not provided to the other party for confidentiality reasons.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on June 30, 2017.

The reason stated in the Notice was that:

- All the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing to void this Notice because the purchaser or a close family member intends in good faith to occupy the rental premises.

The landlord testified that they sold the property and the purchaser wants vacant possession. The landlord stated that they did not provide a copy of the contract information, as they believed that it would be a breach to disclose third party information.

The landlord's witness the real estate agent testified that the new purchaser wants vacant, as they will be using the premises for their family.

The tenant testified that the landlord told them that they would try to have their tenancy continue with the new purchaser.

The landlord testified that the tenant has been a good tenant and they had hoped the new purchaser would continue with the tenancy; however, that was not possible.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show the reasons stated in the notice.

I accept the evidence of the landlord and the landlord's witness that the buyer provided written notice to the landlord that they wanted vacant possession of the property and that they requested the landlord give the tenant of the premise a notice to end tenancy. I have confirmed that this is a term of the contract to purchase.

I find the Notice issued on April 29, 2017, has been proven by the landlord and is valid and enforceable.

Therefore, I dismiss the tenant's application to the Notice is dismissed. The tenancy will end on June 30, 2017, in accordance with the Act.

As the tenancy legally ended on the effective date of the Notice, I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective at 1:00 PM on June 30, 2017. A copy of this order must be served on the tenant.

This order must be served on the tenant and may be filed in the Supreme Court. Since the tenant was not successful with their application, I find the tenant is not entitled to recover the filing fee from the landlord.

Conclusion

The tenant's application to cancel the Notice is dismissed. The balance of the tenant's application is dismissed with leave to reapply.

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: June 26, 2017

Residential Tenancy Branch