



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated May 28, 2017
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicants and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the respondent on June 2, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated May 28, 2017
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenant has lived in the rental property for approximately 20 years. The present rent is \$750 per month payable in advance on the first day of each month. The tenant's parents paid a security deposit but the Tenant does not know how much was paid.

The respondent acted as agent for the previous owner. The tenant paid the rent to the respondent. The respondent signed and served the 2 month Notice to End Tenancy on the Tenant. I determined the respondent was a proper party to be served.

Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- All of the conditions for 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

The tenant testified he attempted to talk to the new owner in June but the respondent refused to give him a contact number. He has now talked to the new owner who took possession the beginning of July and the new owner told him that he or his family has no intention to move into the rental unit. The applicants produced Craigslist advertisements attempting to rent the rental property at a significantly higher rent.

Analysis:

I determined based on the evidence presented that the landlord failed to establish sufficient cause to end the tenancy. It does not appear that the purchaser (the new owner) intends in good faith to occupy the rental unit. As a result I ordered that the 2 month Notice to End Tenancy dated May 28, 2017 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. As the tenants have been successful I ordered that the respondent pay to the Tenants the sum of \$100 for the cost of the filing fee.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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 20, 2017

Residential Tenancy Branch