



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened in response to an application by the Tenant for a cancellation of a notice to end tenancy pursuant to section 49 of the *Residential Tenancy Act* (the “Act”).

The Landlord, Owner and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Does the notice to end tenancy contain a valid reason?

Background and Evidence

The tenancy started on April 1, 2015. Rent of \$925.00 is currently payable on the first day of each month. At the outset of the tenancy the Landlord collected \$477.00 as a security deposit. On June 13, 2017 the Landlord served the Tenant with a two month notice to end tenancy for Landlord’s use (the “Notice”). The reason indicated on the Notice is that the Landlord or a close family member of the Landlord will be occupying the unit.

The Landlord named in this application states that the tenancy agreement provides that person T is the Landlord. The Landlord named in this application states that he was the Agent for person T at the time the Notice was given to the Tenant. The unit was

purchased by the new owner AF with conditions to be met by June 28, 2017 and possession date of July 1, 2017. The Landlord named in the Notice states that neither he nor person T ever intended to live in the unit.

Analysis

Section 49(3) of the Act provides that a landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit. Based on the Landlord's evidence that neither the Agent named as Landlord in the Notice, nor person T, the owner at the time of the issuance of the Notice, had any intention to move into the unit I find that the reason for the Notice is not valid. The Tenant is therefore entitled to a cancellation of the Notice. The new owner remains at liberty to issue its own notice to end tenancy for landlord's use.

Conclusion

The Notice is cancelled and the tenancy continues.

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: August 30, 2017

Residential Tenancy Branch