



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, CNC, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for the landlord's use of the property.

The landlord had initially served a notice to end tenancy for cause dated September 05, 2017 and the tenant made application to dispute it, in a timely manner. However the landlord cancelled the notice after he inspected the unit on September 18, 2017.

On October 26, 2017, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. The landlord provided the tenant with copies of an accepted contract of purchase and sale which included the new owner's instructions to the landlord to serve the tenant with a notice to end tenancy because the new owner intended to occupy the rental unit. On November 02, 2017, the tenant amended his application to include his dispute of the two month notice to end tenancy for landlord's use of property.

Accordingly this hearing dealt with the tenant's application to set aside the notice to end tenancy for landlord's use of property which is dated October 26, 2017.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues(s) to be Decided

Has the landlord validly issued the notice to end tenancy? Does the landlord have an accepted agreement to sell the unit? Have all the conditions on which the sale depends been satisfied? Has the purchaser asked the landlord in writing to give notice to end the tenancy because the purchaser intends to occupy the rental unit?

Background and Evidence

The tenancy started on July 15, 2013. Both parties agreed that there was no written tenancy agreement and that the arrangement was verbal.

During the hearing, the landlord testified that the sale of the rental property referred to in the notice dated October 26, 2017, had collapsed and that the contract of sale and purchase was no longer in place. However the landlord also stated that he had found a new purchaser and had served the tenant with a second notice to end tenancy for landlord's use of property on November 24, 2017, to be effective on January 31, 2017.

Analysis

As per the testimony of the landlord, the sale of his property did not materialize and accordingly I find that the notice to end tenancy dated October 26, 2017 is no longer valid. Therefore, I find that this notice to end tenancy must be set aside.

The landlord requested that I consider the second notice to end tenancy dated November 24, 2017. Pursuant to s.49(8) a tenant may dispute a notice such as this by making application within 15 days after the date the tenant receives the notice. As of the date of this hearing, the 15 day time period had not yet expired and even though the tenant has not yet applied to dispute the notice dated November 24, 2017, the tenant still has the ability to do so. Accordingly, I have not considered or dealt with the notice dated November 24, 2017.

Conclusion

The notice to end tenancy dated October 24, 2017 is set aside and the tenancy will continue.

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: November 30, 2017

Residential Tenancy Branch