



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TEAM 3000 REAL ESTATE
and [tenant name suppressed to protect privacy]

amended DECISION

Dispute Codes CNL

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 February 28, 2018.

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.

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 landlords to provide their evidence submission first, as the landlords have the burden of proving sufficient evidence to terminate the tenancy for the reason 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.

Issues to be Decided

Should the Notice be cancelled?

Background and Evidence

The parties agreed that the Notice was served on the tenant the reason stated in the Notice was:

- All 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 close family member intends in good faith to occupy the rental unit.

The landlord's agent stated that they have no access to the sales agreement.

Analysis

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

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlords have not provided sufficient evidence to show the reasons stated:

- All 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 close family member intends in good faith to occupy the rental unit.

In this matter the landlord's agent present no documentary evidence that the property was sold, such a purchase to contract. The agent provided no documentary evidence that the purchaser asked the landlord, in writing to give notice to end the tenancy.

These are the most basic documents that would be expected when ending the tenancy for this reason. I find it unreasonable that the landlord provided no such documents and makes me question the credibility of the landlords.

I find the evidence does not support the Notice was issued for the reasons stated. Therefore, I find the Notice has no force or effect. The tenancy will continue until legally ended.

As the tenancy is continuing under the Act, I authorize the tenant a one-time rent reduction of \$100.00 to recover the filing fee from the landlords.

Conclusion

The tenant's application to cancel the Notice is granted.

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: May 24, 2018

Residential Tenancy Branch

Amended on: May 31, 2018

Residential Tenancy Branch