



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPL FF

Introduction:

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:16 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. on April 16, 2019. The landlord attended the hearing and gave sworn testimony. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided evidence that they served the Two Month Notice to End Tenancy dated February 16, 2019 to be effective May 1, 2019 personally and the Application for Dispute Resolution by registered mail. I find the documents were legally served for the purposes of this hearing pursuant to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To obtain an Order of Possession for the new purchaser's use of the property pursuant to sections 49 and 55;

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenancy is ended pursuant to section 49 and they are entitled to an Order of Possession?

Background and Evidence

The landlords attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced November 1, 2012 on a fixed term to October 31, 2013 and was month to month thereafter. Rent is now \$1020 a month and a security deposit was never paid due to financial circumstances of the tenant. The landlord served a Notice to End Tenancy pursuant to section 49 of the Act for the following reasons:

1. All of 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 a close family member intends in good faith to occupy the rental unit.

Included with the evidence are the Purchase and Sale Agreement, the Notice to End Tenancy and the Condition Removals. The possession date is May 1, 2019. However, the landlord understood that the condition removal agreement was sufficient to be the purchaser's declaration of intent to occupy the rental unit. They were given until April 17, 2019 to submit the written request from the purchaser declaring their intention to occupy the rental unit. On April 17, 2019, the landlord provided an addendum signed by the purchaser which read, in part, "I (purchaser's name) will be living at (address of rental unit) as my primary residence". On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

As discussed with the landlord in the hearing, the onus is on the landlord to prove on a balance of probabilities that they have sold the property and the purchaser has requested in writing that the tenancy be ended for they intend to occupy the property.

I find the evidence of the landlord credible that they have sold the property and the purchaser requires the rental unit for their own use as they intend to occupy it. I find the written evidence supports the landlord's oral testimony. Therefore, I find the landlord entitled to an Order of Possession.

Conclusion:

I find the landlord entitled to an Order of Possession. No filing fee was requested so none 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: April 16, 2019

Residential Tenancy Branch