



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution ('application'). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application. As both parties confirmed receipt of each other's evidentiary materials, I find that these documents were duly served in accordance with section 88 of the *Act*.

At the outset of the hearing, it was confirmed that JM did not have a tenant relationship with the landlord in this hearing, and that JM had already vacated the rental unit. As neither party was opposed, JM's name as removed from this application.

As the tenant confirmed receipt of the 2 Month Notice dated April 19, 2019, I find that this document was duly served to the tenant in accordance with section 88 of the *Act*.

Issues to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This month-to-month tenancy began approximately 21 years ago. Monthly rent is currently set at \$1,200.00, payable on the first of the month.

The landlord issued the 2 Month Notice on April 19, 2019, with an effective move-out date of June 30, 2019 for the following reason:

“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 closer family member intends in good faith to occupy the rental unit”.

The landlord issued the 2 Month Notice to the tenant after had he sold the home. The landlord included a letter in his evidence package from the purchaser, who stated that she had purchased the home, and takes possession on July 2, 2019. The purchaser stated that she had given her own landlord notice to end her tenancy, and will require vacant possession of this rental unit so she can move in.

The tenant testified that he was disputing the 2 Month Notice as he has been a tenant there for 21 years, and the vacancy rates in this city was almost zero. The tenant also feels that in the 21 years there, he had substantially improved the value of the home, which the landlord had benefitted from. The tenant feels that the landlord did not communicate to him before selling the home. The landlord testified that the tenant was made aware of the listing of the property as there was a sign on the lawn.

Analysis

Subsection 49(5) of the *Act* sets out that a landlord may end a tenancy in respect of a rental unit when:

- (a) the landlord enters into an agreement in good faith to sell the rental unit,
- (b) all the conditions on which the sale depends have been satisfied, and
- (c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:
 - (i) the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit;

I find that the landlord has met their burden of proof to show that they issued the 2 Month Notice in good faith, and that the above conditions have been met. Although I am sympathetic to the tenant that he had lived there a long time, and had contributed to the value of the property, I am satisfied that the landlord has complied with the *Act* and tenancy agreement in ending this tenancy. I also find that the 2 Month Notice complies with section 52 of the *Act* which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) state the grounds for ending the tenancy, and (e) be in the approved form.

Accordingly, I dismiss the tenant's application to cancel the 2 Month Notice. As I find the 2 Month Notice to be valid, and as I find that the 2 Month Notice complies with section 52 of the *Act*, I find that the landlord is entitled to a two (2) day Order of Possession against the tenant, pursuant to section 55 of the *Act*. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

As the tenant was not successful in their application, their application to recover the filing fee is dismissed without leave to reapply.

Conclusion

I dismiss the tenant's entire application without leave to reapply. I find that the landlord's 2 Month Notice is valid and effective as of June 30, 2019. As the effective date has passed, I, therefore, grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant(s). Should the tenant(s) and any occupant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia

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 15, 2019

Residential Tenancy Branch