



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT, DRJ, LAC, LRE, OLC, OPC, PSF, MNDC, FF

Introduction

In the first application the tenants seek to cancel a one month Notice to End Tenancy received August 28, 2019. They also seek to dispute an unidentified rent increase, permission to change the locks to the rental unit, to set conditions on the landlord's right of entry, an extension of time to make this application, a compliance order in some unspecified way, an order that the landlord provide some unspecified service or facility and finally, they seek compensation for some unspecified reason.

In the second application the landlord seeks an order of possession pursuant to the one month Notice

At the first hearing it became clear that the second named applicant was the tenant's pre-teen son who is not a party to the tenancy agreement between the landlord and Mr. J. and is not a "tenant."

Also, at the first hearing it was indicated that the application had been given a priority hearing status because the tenant was seeking to challenge a Notice to End Tenancy. I exercised the discretion granted to me by Rule 2.3 of the Rules of Procedure and determined that all other claims being made by the tenant were unrelated to that central, urgent claim. For all but his request to cancel the Notice, the tenant's application was dismissed with leave to re-apply.

During the second day of hearing this matter, the parties were able to reach a settlement of the issue surrounding the one month Notice. It was agreed as follows:

- The landlord withdraws the one month Notice to End Tenancy
- The landlord, who has a buyer for the property, will issue to the tenant a two month Notice to End Tenancy in the approved form, because the new owner(s)

intend to occupy the property (s. 49(5)(c)(i) of the *Residential Tenancy Act* (the “Act”).

- It is contemplated that the landlord will provide the tenant with the Notice by email by the end of the day on October 31, 2019 and that the Notice will have an effective date of December 31, 2019.
- At the same time, the landlord will provide the tenant with a document, likely an email, showing the purchaser(s) has requested the landlord to give notice to end the tenancy because the purchaser(s) or a close family member intends in good faith to occupy the rental unit.
- It is agreed between the parties that the landlord may served the tenant with the Notice by email or email attachment sent to the email address the tenant has provided for himself in his application. It is agreed that the date and time the Notice is served is deemed to be the date and time the email was sent, notwithstanding s. 90 of the *Act*. In the event the parties’ agreement on service of the two month Notice be seen to be an attempt to contract out of the Act, pursuant to s. 88(i) I hereby make this service provision an order
- The landlord represented that the new owners will take possession on or about January 3, 2020 and that they contemplate some renovation work before they commence residing in the property.

I wish to congratulate the parties on what I consider a very reasonable settlement.

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: October 30, 2019

Residential Tenancy Branch