



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants 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 November 25, 2019.

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 landlord to provide their evidence submission first, as the landlord has the burden of proving sufficient evidence to terminate the tenancy for the reasons 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?  
Is the landlord entitled to an order of possession?

### Background and Evidence

The parties agreed they entered into a fixed term tenancy which began on June 1, 2019 and was to expire on June 1, 2020. Rent in the amount of \$1,400.00 was payable on the first of each month. The tenants paid a security deposit of \$700.00.

The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on January 31, 2020.

The reason stated in the Notice was that:

- 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.

The landlord testified that the property has been sold and the closing date is in a few days. The landlord stated they were told to issue the Notice; however, they do not remember seeing anything in writing.

The tenant testified that this is a fixed term tenancy agreement.

### Analysis

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

The parties agreed that they entered into a fixed term tenancy agreement that was to expire on June 1, 2020. I find the landlord cannot not end the tenancy earlier than the date specified in the tenancy agreement. Therefore, should the Notice be found valid the effective date of the Notice would automatically change to the earliest date the tenancy could legally end, which is June 1, 2020.

The evidence of the landlord was that they do not remember seeing any document in writing from the purchaser asking to end the tenancy. Therefore, I am not satisfied that the purchasers have asked the landlord, in writing to give the Notice.

Based, on the above, I find the landlord has not provided sufficient evidence to support the reason stated in the Notice. Therefore, I grant the tenants' application to cancel the Notice. The tenancy will continue until legally ended in accordance with the Act.

### Conclusion

The tenants' application to cancel the Notice, is granted. The tenancy will continue in accordance with the Act.

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: January 29, 2020

---

Residential Tenancy Branch