



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL

### Introduction

This hearing was convened in response to an application by the Landlord for an order of possession pursuant to section 55 of the *Residential Tenancy Act* (the “Act”).

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

The following are agreed facts: the tenancy under written agreement started on October 1, 2014. Rent is payable on the first day of each month. No security deposit was collected by the Landlord. On March 4, 2020 the Landlord served the Tenant in person with a two month notice to end the tenancy for landlord’s use (the “Notice”). The copy of the Notice given to the Tenant contains the Landlord’s signature. The effective date of the Notice is May 30, 2020. The reason indicated on the Notice is 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 Tenant is still residing in the rental unit.

The Landlord states that the rent is \$820.00 plus \$60.00 per month for cable. The Tenant states that rent is \$880.00 per month with cable and utilities included in the rent.

The Landlord states that prior to issuing the Notice the Landlord entered into a contract to sell the house containing the lower rental unit and that all the conditions were satisfied. The Landlord states that the Notice included a one-page copy of that portion of the sales agreement that sets out the possession date for the purchaser and requests vacant occupancy. The Landlord states that the purchaser intends to occupy the entire house. The Landlord did not provide any documentary evidence of the purchase or the purchaser's written request to have the tenancy of the rental unit in the house ended for occupation by the purchaser. The Tenant states that nothing in that one-page copy that was received along with the Notice indicates that the purchaser has asked the Landlord in writing to end the tenancy for the purchaser's intention to occupy the rental unit. The Tenant states that it only sets out the requirement for vacancy of the house on the possession date.

### Analysis

Section 49(5) of the Act provides that a landlord may end a tenancy in respect of a rental unit if

- (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;
  - (ii) the purchaser is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

As the Landlord provided no supporting evidence that the purchaser asked the Landlord in writing to end the tenancy of the rental unit as the purchaser intends to occupy that unit, and given the Tenant's evidence that it has no such request was provided to the Tenant with the Notice, I find that the Landlord has not provided evidence that the tenancy has been ended for that purpose. I find therefore that the Notice is not valid. As the Notice is not valid to end the tenancy, I find that the Landlord is not entitled to an order of possession and I dismiss the Landlord's application. The tenancy continues until ended by either the Landlord or the purchaser as provided for under the Act.

### Conclusion

The Landlord's application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 28, 2020

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Residential Tenancy Branch