



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

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.

While the tenant and his advocate KD attended the hearing by way of conference call, the landlord did not. I waited until 11:10 a.m. to enable the landlord to participate in this scheduled hearing for 11:00 a.m. The tenant and his advocate were given a full opportunity to be heard, to present affirmed 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. During the hearing, I also confirmed from the online teleconference system that the tenant, his advocate, and I were the only ones who had called into this teleconference.

The tenant served the landlord with his application for dispute resolution package by way of registered mail on March 25, 2020. The advocate provided the tracking information in the hearing. In accordance with sections 88, 89, and 90 of the *Act*, I find that the landlord was deemed served with the tenant's application and evidence package on March 30, 2020, 5 days after mailing. The landlord did not submit any written evidence for this hearing.

As the tenant confirmed receipt of the 2 Month Notice dated February 28, 2020, which was personally served to the tenant on the same date, 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?

Background and Evidence

The tenant testified that this month-to-month tenancy began approximately in March of 2019. The tenant testified that he currently pays rent in the amount of \$750.00, payable on the first of every month. The tenant testified that the landlord had collected the standard security deposit amount for this tenancy.

The landlord issued the 2 Month Notice on February 28 2020 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 tenant is disputing the 2 Month Notice, noting that the 2 Month Notice does not contain an effective date, nor does the tenant believe that the landlord is ending the tenancy for the reason stated on the Notice.

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;

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.

I find that the landlord failed to state the effective date of the notice, and therefore I find the Notice to be invalid as it does not comply with section 52 of the *Act*. I allow the tenant's application to cancel the 2 Month Notice dated February 28, 2020. The tenancy is to continue until ended in accordance with the *Act*.

Conclusion

I allow the tenant's application to cancel the 2 Month Notice dated February 28, 2020. The tenancy is to continue until ended 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: May 11, 2020

Residential Tenancy Branch