



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, LRE, RP

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 49;
2. An Order for repairs - Section 32;
3. An Order restricting the Landlord’s entry - Section 70; and
4. An Order for the Landlord’s compliance - Section 62.

The Parties in attendance were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms its agent’s email address as set out in the Tenant’s application.

Preliminary Matters

The Tenant CJ confirms that it named its dependant children as parties to this dispute in error and that the children are not named as tenants on the tenancy agreement. Given this confirmation I restrict any orders that may be issued to name only Tenant CJ.

The Parties confirm that the person named as Landlord BP is not the landlord but is the real estate agent. Landlord BP wished to be removed as a party to this dispute and the Parties agreed to this removal and that this person will remain at the hearing to act as Landlord LN’s agent. Given this confirmation by the Parties I amend the application to remove Landlord BP as a party to the dispute.

The Tenant confirms that the primary matter at this hearing is to deal with the claim to cancel the notice to end tenancy.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the claims for compliance, repairs and entry are not related to the matter of whether the tenancy will end, I dismiss these claims with leave to reapply.

The Tenant did not know the name of the purchaser of the property and set out no name for this party. Given this lack of particulars I find that the application is restricted to the respondent party named as Landlord LN.

Issue(s) to be Decided

Is the Notice effective and valid for its stated reason?

Is the Landlord entitled to an order of possession?

Background and Evidence

The following are agreed facts: The tenancy started approximately 4 years ago. On July 23, 2020 the Landlord served the Tenant in person with a two month notice to end tenancy for landlord's use (the "Notice"). The Notice is not dated however the Tenant was not misled or confused about the lack of the date. The Notice sets out that the unit has been sold, the conditions have been met, the purchaser will occupy the unit and the purchaser has asked the Landlord in writing to end the tenancy. The Landlord provides a copy of that letter. The stated effective date of the Notice is October 31, 2020.

The Tenant states that it does not have any evidence to dispute the validity of the Notice and that the Tenant is only seeking more time to move out of the unit. The Landlord states that they enquired with the purchaser about extending the time however

the Landlord was unable to obtain any agreement from the purchaser to extend the time for the Tenant to move out of the unit.

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.

Given the Tenant's evidence that it has no basis to challenge the validity of the Notice as required above I find that the Notice is valid, and I dismiss the claim for its cancellation.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52(a) of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must be signed and dated by the landlord or tenant giving the notice. Section 68 of the Act provides that if a notice to end a tenancy does not comply with section 52 [*form and content of notice to end tenancy*], the director may amend the notice if satisfied that

- (a) the person receiving the notice knew, or should have known, the information that was omitted from the notice, and
- (b) in the circumstances, it is reasonable to amend the notice.

Given the Tenant's evidence of not being misled or confused about the lack of the date on the Notice, as the missing date does not alter the fundamental nature or objective of the Notice and as the Notice is otherwise correct in form and content, I find that in the circumstances it is reasonable to amend the Notice to add the date July 23, 2020 as the date of the Notice. With this amendment I find the Notice to be effective to end the tenancy. As the Notice is also valid for its stated reason, I find that the Landlord is entitled to an order of possession.

Conclusion

I grant the Landlord an **Order of Possession** effective 1:00 p.m. on October 31, 2020.

The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: September 21, 2020

Residential Tenancy Branch