



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPT, CNL, OLC, RP, RR, MNDCT, ERP, LRE

### Introduction

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

1. An Order of Possession - Section 54;
2. An Order cancelling a notice to end tenancy - Section 49;
3. An Order for the Landlord’s compliance - Section 62;
4. An Order for emergency and other repairs - Section 32;
5. An Order for a rent reduction - Section 65;
6. A Monetary Order for compensation - Section 67; and
7. An Order restricting the Landlord’s access - Section 70.

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

### Preliminary Matters

The Tenant confirms that it still occupies the unit. As the Tenant has possession of the unit, I find that the Tenant does not require an order of possession for the unit and I dismiss this claim.

The Tenant confirms that the primary matter to be disputed is in relation to whether the tenancy continues or ends.

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. Given that the primary matter is in relation to the validity of the notice to end tenancy and as all of the other claims in the Tenant's application are not related to the matter of whether the tenancy will end, I dismiss the other claims with leave to reapply. The hearing proceeds solely on the matter of the validity of the notice to end tenancy.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The Landlord believes the tenancy started in 2004. The Tenant states that the tenancy started in either September, October or November 2002. The Parties agree that the current rent of \$900.00 is payable on the first day of each month and that at the outset of the tenancy the Landlord collected \$500.00 as a security deposit.

The Landlord states that on August 27, 2020 the Tenant was given a two month notice to end tenancy for landlord's use (the "Notice"). The Landlord confirms that the effective date set out on the Notice is November 30, 2020 and that the reason stated 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 intends in good faith to occupy the rental unit. The Landlord states that no letter from the purchaser has been provided. The Landlord states that it currently holds a text from the purchaser that the purchaser intends to occupy the unit.

The Tenant disputes the Notice.

### 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.

Ending a tenancy is a serious matter. Although the Landlord gives evidence of a text, the Landlord did not provide a copy as supporting evidence for these proceedings. I also do not consider that in the circumstances a text sufficiently meets the requirement of having the purchaser's notice of intention in writing. Further the Landlord was required to have this intention in writing before the Notice was served and there is no evidence that the text was obtained by the Landlord prior to serving the Notice. For these reasons, I find on a balance of probabilities that the Landlord has not provided sufficient evidence that the purchaser asked the Landlord in writing to end the tenancy for the purchaser to occupy the unit and that the Notice is therefore not valid. The Tenant is entitled to its cancellation and the tenancy continues.

### Conclusion

The Notice is cancelled, and the tenancy continues.

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: November 09, 2020

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Residential Tenancy Branch