



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a Two Month Notice to End Tenancy for Landlord's Use dated September 4, 2020 ("Two Month Notice").

The Tenant, S.K., the Landlords, A.K. and J.K., a realtor for the Landlords, D.J., and an advocate for the Landlord, S.A. ("Advocate"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing. However, the Advocate confirmed that the Landlord had not submitted any documents to the RTB for this hearing.

Preliminary and Procedural Matters

The Parties confirmed or provided their email addresses at the outset of the hearing, and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

The Tenant said that he wished to withdraw his Application for an order ending the Two Month Notice. He said that they will be ready to move on November 30, 2020, the

effective vacancy date of the Two Month Notice. The Landlords said they still want an order of possession for the rental unit.

The onus to prove their case is on the person making the claim. In most cases, this is the person who applies for dispute resolution. However, a landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

Issue(s) to be Decided

- Should the Two Month Notice be cancelled or confirmed?
- Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Parties agreed that the periodic tenancy began on November 1, 2015 and ran to October 31, 2016, and then operated on a month-to-month basis. The Parties agreed that the tenancy started with the Tenants paying the Landlords a monthly rent of \$1,600.00, due on the first day of each month. They agreed that the Tenants paid the Landlords a security deposit of \$800.00, and no pet damage deposit. The Landlord confirmed that they still hold the security deposit.

The Two Month Notice was signed and dated September 4, 2020, it has the rental unit address, it was served on September 4, 2020, by attaching a copy to the door or other conspicuous place where the Tenants reside. The effective vacancy date is November 30, 2020; and the grounds for the eviction are 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 Advocate said:

The owners are here on the line and they can give verbal testimony that they are selling the house. The Two Month Notice was posted on the door on September 4. The Tenants have not paid their November rent, so they have received the compensation already. We're looking for possession for November 30th.

The Tenant said that he did not disagree with anything the Advocate said. The Tenant said that they will be ready to move out on November 30, 2020. The Tenant asked if I

could arrange for the condition inspection and key exchange date. The Advocate said that the Tenant can contact her office to arrange a time and date for this. The Advocate provided the Tenant with her telephone number.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Based on the Parties' agreement on the end of the tenancy, I find that the Landlords are eligible for an Order of Possession effective November 30, 2020. I, therefore, award the Landlords with an **Order of Possession effective November 30, 2020** that they must serve on the Tenants, as soon as possible.

Conclusion

The Tenants' Application to cancel the Two Month Notice is dismissed without leave to reapply, as the Tenant agreed in the hearing that they would vacate the rental unit on the effective vacancy date of the Two Month Notice, November 30, 2020. The Landlords requested an Order of Possession, despite the Tenant having withdrawn his request to cancel the Two Month Notice.

Pursuant to section 55 of the Act, I grant an Order of Possession to the Landlords effective on November 30, 2020 at 1:00 p.m. **after service of this Order** on the Tenants. The Landlords are provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this 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 *Residential Tenancy Act*.

Dated: November 09, 2020

Residential Tenancy Branch