



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, CNL, FF

Introduction

This hearing was convened in response to applications by the landlords and the tenants.

The landlords' application is seeking orders as follows:

1. For an order of possession; and
2. To recover the cost of filing the application.

The tenants' application is seeking orders as follows:

1. To cancel a Two Month Notice to End Tenancy for Landlords Use of Property (the "Notice") issued on November 22, 2020; and
2. To recover the cost of filing the application.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Background and Evidence

The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on January 31, 2020. The Notice was issued on November 22, 2020, while I accept the Notice states the year of 2020 for the effective vacancy date; however, that was an obvious error as the year was to be January 31, 2021, two months later. I find it reasonable and appropriate to correct the Notice to reflect the proper year. Filed in evidence is a copy of the Notice.

The reason stated in the Notice was that:

- All of the conditions of 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.

LM testified that they purchased the property and asked the landlord to give the Notice issued on November 22, 2020. LM stated that the property transferred occurred on December 12, 2020; however, they could not ask to end the tenancy earlier as the tenants were entitled to receive at least two months notice to end the tenancy.

LM testified that they purchased this property because it was what they needed for their family as it had a coach house. LM stated that their parents and in-laws live in a different country and they often come to visit and help with the children. LM stated that their parents stay can be up to six months of the year and their visits can be back-to-back. LM stated the coach house can be used for their parents to self isolate and also reside when visiting.

LM testified that their parents come every year; however, this year that visit had to be delayed because of this issue, which has severely impacted their family as they rely upon their parents help during the year.

The tenants testified that they received text messages that the new purchasers want to use the premises to allow their parents to quarantine and stay. The tenants submit in their application does not quarantine mean for 14 days. The tenants stated that they do not believe that stays for short periods of time means, they are going to be occupying the premise. The tenants also stated that they purchaser may be wanting to use the space for an office. Filed in evidence by the tenants is a copy of the land title document showing the property has been transferred from the original owner/landlord SD to the purchaser and text messages.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 49(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlords have provided sufficient evidence to show that:

- All of the conditions of 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.

In this case, I accept the evidence of the new purchaser/landlord that they bought this property because it had the benefit of a coach house and that this would be used for their parents to self isolate, which is now a mandatory requirement for international travellers and reside in this space while they are visiting for extended periods of time. I find this is reasonable and has the ring of truth.

I also find it reasonable that the purchaser may want to use this space for their own purpose when their parents are not visiting. They are entitled to use their own property for their own purpose, such as an office space.

I find that the landlord/purchaser truly intent to use the property for their own use. There was no evidence whatsoever that leads me to believe that there is an ulterior motive for ending the tenancy.

I find the Notice, has been proven by the landlords and is valid and enforceable.

Therefore, I dismiss the tenants' application to cancel the Notice. I find the tenancy legally ended on January 31, 2021 and the tenants are overholding the premise on an occupancy basis.

The landlord has agreed by consent to give the tenants until March 31, 2021 to vacate the premise. The tenants are entitled to withhold the occupancy rent for March 2021, as that will be their compensation for receiving the Notice.

As the landlords have agreed to give the tenants more time to vacate on the above date, I find the landlords are entitled to an order of possession effective on **March 31, 2021, at 1:00 P.M.** This order must be served on the tenants and may be filed in the Supreme Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Since the tenants were not successful with their application, I find the tenants are not entitled to recover the filing fee from the landlords.

Since the landlords have been successful with their application, I find the landlords are entitled to recover the filing fee from the tenants. Therefore, I grant the landlords a monetary order in the amount of **\$100.00** and the landlords are authorized to deduct that amount from the tenant's' security deposit if full satisfaction of this award.

Conclusion

The tenants' application to cancel the Notice is dismissed. The landlords are granted an order of possession. I grant the landlords a monetary order for the cost of filing their application and the landlords are authorized to deduct that amount from the tenants' security deposit in full satisfaction of this award.

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: February 25, 2021

Residential Tenancy Branch