



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Trematon Holdings Ltd and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes CNL

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord's agent and witness (purchaser)

I note that because this is an Application for Dispute Resolution submitted by the tenants seeking to cancel a notice to end tenancy issued by the landlord, Section 55 of the *Residential Tenancy Act (Act)* requires I issue an order of possession to the landlord if the landlord's notice complies Section 52 of the *Act* and I either dismiss the tenant's application or uphold the landlord's notice to end tenancy.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to Sections 49 of the *Act*.

Should the tenant fail to succeed in cancelling the Two Month Notice to End Tenancy for Landlord's Use of Property it must be determined if the landlord is entitled to an order of possession, pursuant to Sections 52 and 55 of the *Act*.

### Background and Evidence

The tenant submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on May 24, 2016 for a 1-year fixed term tenancy beginning on June 1, 2016 that converted to a month-to-month tenancy effective June 1, 2017 for a monthly rent of \$1,695.00 due on the first day of each month with a security deposit of \$847.50; and
- A copy of a Two Month Notice to End Tenancy for Landlord's Use of Property issued by the landlord on October 31, 2021 with an effective vacancy date of January 1, 2022 citing 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 Notice also lists the names of the purchasers and includes a copy of the purchaser's request to the current landlord to seek vacant possession.

I note that in the tenant's Application for Dispute Resolution the tenant did not provide any specific reason as to why he was disputing the merits of the Notice, but he did indicate that he needed more time to find a place.

There was no documentary evidence submitted by the tenant to question the validity of the notice or the good faith of the purchaser on their intent to occupy the rental unit.

### Analysis

Section 49 of the Act allows a landlord to end a tenancy by giving notice to end the tenancy effective on a date that must be

- (i) not earlier than 2 months after the date the tenant receives the notice,
- (ii) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, and
- (iii) if the tenancy agreement is a fixed term tenancy agreement, not earlier than the date specified as the end of the tenancy.

A two-month notice may be issued if the landlord seeks to 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.

Section 49(8) states (8)A tenant may dispute a notice given by making an application for dispute resolution within 15 days after the date the tenant receives the notice, or

If a tenant who has received a notice under this section does not make an application for dispute resolution, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

As the tenant has failed to attend this hearing, based on his Application for Dispute Resolution to present any justification as to why this notice should be cancelled, I dismiss the tenant's Application for Dispute Resolution, in its entirety, without leave to reapply.

Section 55(1) states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession if the landlord's notice complies with Section 52 and the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Section 52 of the Act requires that in order to be effective, a notice to end a tenancy 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) except for a notice issued by a tenant, state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

I have reviewed the Two Month Notice issued by the landlord on October 31, 2021 and submitted into evidence by the tenant. I am satisfied that the notice received by the tenant is in the approved form; gives the address and effective date of the notice; is

signed and dated by the landlord's agent; and states the grounds for ending the tenancy.

As such, I find the Two Month Notice to End Tenancy for Landlord's Use of Property complies with Section 52 of the Act. Therefore, pursuant to Section 55(1) I find the landlord is entitled an order of possession.

### Conclusion

Based on the above, I grant the landlord an order of possession effective **January 1, 2022 after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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 30, 2021

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Residential Tenancy Branch