



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL FFT

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated February 11, 2022 (2 Month Notice) and to recover the cost of the \$100.00 filing fee.

The tenant, an advocate for the tenant, KC (advocate), the prior landlord, EV (prior landlord) and the current landlord, JP (purchaser) attended the teleconference hearing. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing. The parties were also provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). Words utilizing the singular shall also include the plural and vice versa where the context requires.

The prior landlord and purchaser confirmed that they were served with the application and documentary evidence and had the opportunity to review the documentary evidence prior to the hearing. The prior landlord and purchaser also confirmed that they did not serve any documentary evidence in response to this application. I find the prior landlord and purchaser were sufficiently served in accordance with the Act.

### Preliminary and Procedural Matters

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

In addition to the above, the purchaser did not object to being added to the application as they purchased the rental property from the prior landlord. As a result, I have replaced the prior landlord name with the name of the purchaser pursuant to section 64(3)(c) of the Act.

Issues to be Decided

- Should the 2 Month Notice be cancelled?
- If yes, is the tenant entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

The advocate and tenant stated that the tenancy began about 20 years ago. The most recent tenancy agreement began on August 1, 2011. The monthly rent was \$530.00 in 2011 and is currently \$600.00 per month and due on the first day of each month.

A copy of the 2 Month Notice was submitted in evidence. It is signed by the prior landlord and is dated February 11, 2022 with an effective vacancy date listed as April 30, 2022.

The 2 Month Notice states the following as the reason for issuing the 2 Month Notice:

<input checked="" type="checkbox"/> 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.				
<input type="checkbox"/> The tenant no longer qualifies for the subsidized rental unit.				
Purchaser Information: (complete only if issuing this Notice because the purchaser asked for notice to be given)				
first and middle name <b>Jason</b>			last name <b>P</b>	
unit #	street # and name	city	province	postal code
		<b>Langley</b>	<b>BC</b>	
<input type="radio"/> Copy of contract of purchase attached, or <input checked="" type="radio"/> Copy of purchaser's written request for the seller to issue an eviction notice attached				

[personal information redacted to protect privacy]

Although a letter was provided dated February 4, 2022 whereby the purchaser requested that the previous landlord issue a 2 Month Notice as the purchaser intends to occupy the one bedroom unit, there was no Contract for Purchase and Sale submitted for my consideration.

In the application, the tenant questioned the good faith requirement as follows:

The Landlord served a notice as the property has been sold and the new owner is claiming vacant possession the tenant's rental unit. However, there are two other, larger units in the complex that have not been given Notices. Furthermore, the new owners of the property are mortgage brokers. The tenant has reasonable doubts that the new owners will be occupying his unit which is only a one-bedroom unit and unlikely to be occupied by more than one person.

[Reproduced as written]

### Analysis

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

**2 Month Notice issued by landlord** – The tenant was served with a 2 Month Notice dated February 11, 2022 and applied to dispute the 2 Month Notice within the 15-day timeline on February 23, 2022. The 15-day timeline is provided for under section 49(8)(a) of the Act.

Once the tenant has applied on time, the onus of proof reverts to the purchaser to submit sufficient evidence to support that the reason listed on the 2 Month Notice is valid. I find that without a copy of the Contract for Purchase and Sale (Contract) stating that the landlord must issue a 2 Month Notice as part of the Contract that this is a fatal flaw and that the 2 Month Notice is not valid without that crucial supporting document. I have reached this finding as the reason states “All of the conditions for sale of the rental unit have been satisfied...”, yet there was no Contract submitted for my consideration in support of the 2 Month Notice.

As a result of the above, I find the 2 Month Notice is **cancelled due to insufficient evidence** and is of **no force or effect**.

**I ORDER** the tenancy to continue until ended in accordance with the Act.

As the tenant's application had merit, I grant the tenant the recovery of the \$100.00 filing fee. **I authorize** the tenants a one-time rent reduction in the amount of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to section 62(3) of the Act.

### Conclusion

The 2 Month Notice dated February 11, 2022 is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the Act.

The tenant is granted a one-time rent reduction of \$100.00 from a future month's rent.

This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 3, 2022

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Residential Tenancy Branch