

## **DECISION**

### **Introduction**

This hearing dealt with the tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice) under section 49 of the Act
- an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that the Landlord(s) acknowledged service of the Proceeding Packages and are duly served in accordance with the Act.

### **Service of Evidence**

Based on the submissions before me, I find that the tenant's evidence was not served to the landlord in accordance with section 88 of the Act. The Landlord agreed to allow the use of the Tenant's copy of the Two Month Notice.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

### **Issues to be Decided**

**Should the landlord's Two Month Notice be cancelled?**

**Is the Tenant entitled to an order regarding the Tenant(s) dispute of an additional rent increase by the Landlord?**

**Is the landlord entitled to an order for the Landlord to provide services or facilities**

**Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?**

## **Facts and Analysis**

I have heard all the testimony of the parties but will refer only to what I find relevant for my decision.

### **Should the landlord's Two Month Notice be cancelled?**

Both parties agree that the Landlord has sold the house, and that the Landlord vacated the main level portion on February 5, 2024.

The Landlord affirms that the purchaser took possession of the house on February 15, 2024.

The Tenant provided a copy of the Two Month Notice. It is signed January 9, 2024, with a move out date of March 9, 2024. It gives the reason for service being the purchaser, or a close family member, will be occupying the rental unit.

Section 49(5) of the Act states a landlord may end a tenancy in respect of a rental unit if the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the allowable grounds.

The Landlord affirms not remembering getting written notice from the purchaser to give the Tenant a notice to end tenancy. She affirms serving the notice because her realtor told her the purchasers wanted her to do so.

The purchaser affirms telling the seller's realtor that she would be moving into the home and told the realtor to give notice to the Landlord.

The purchaser further affirms she is not yet living in the rental unit and is in the process of vacating her current accommodation.

As the Landlord does not remember getting a written notice to serve a Two Month Notice and can only affirm being told verbally by her realtor to serve the Two Month Notice, and the purchaser did not provide a copy of said written notice, I find that the service of the Two Month Notice did not meet the requirements of the Act.

Therefore, the Tenant's application is granted for cancellation of the Landlord's Two Month Notice to End Tenancy (Two Month Notice) under section 49 of the Act.

The Two Month Notice of January 9, 2024, is cancelled and is of no force or effect. This tenancy continues until it is ended in accordance with the Act.

**Is the Tenant entitled to an order regarding the Tenant(s) dispute of an additional rent increase by the Landlord?**

Under Rule of Procedure 2.3, Arbitrators may use their discretion to dismiss unrelated claims. Therefore, I chose to sever this issue.

**Is the landlord entitled to an order for the Landlord to provide services or facilities?**

As this issue was with R.H., and R.H. is no longer the Tenant's landlord, this issue was not adjudicated and is dismissed, without leave to reapply.

**Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?**

As this issue was with R.H., and R.H. is no longer the Tenant's landlord, this issue was not adjudicated and is dismissed, without leave to reapply.

**Conclusion**

The Tenant's application is granted for cancellation of the Landlord's Two Month Notice to End Tenancy (Two Month Notice) under section 49 of the Act.

The Two Month Notice of January 9, 2024, is cancelled and is of no force or effect. This tenancy continues until it is ended in accordance with the Act.

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: March 26, 2024

---

Residential Tenancy Branch