



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This was a hearing with respect to the tenants' application to cancel a two month Notice to End Tenancy. The hearing was conducted by conference call. The named tenant called in and participated, together with her friend, who acted as her representative and interpreter. The landlords did not attend the hearing, but their agent called in and participated on their behalf.

Issue(s) to be Decided

Should the Notice to End Tenancy dated December 28, 2014 be cancelled?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began on August 27, 2014 for a fixed term ending November 15, 2015. The monthly rent is \$1,400.00. The landlords served the tenants with a 2 month Notice to End Tenancy dated December 28, 2014. The Notice stated that the tenants must move out of the rental unit by March, 2015. The stated ground for the Notice to End Tenancy was that all of the conditions for 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 tenants served the landlord with their application for dispute resolution sent by registered mail on January 15, 2015. The landlords have not submitted any documentary evidence concerning a sale of the rental property and did not submit a copy of a written request from a purchaser asking the landlords to give the tenants a two month Notice to End Tenancy.

The tenants said in a written communication to the landlord that they would try to move out sooner than November 15th, but said that they could not, for personal and health reasons, move out by March, 2015.

Analysis

The *Residential Tenancy Act* provides by section 49 (2) that a landlord may end a tenancy on the ground that the landlord has sold the rental unit and the purchaser intends to occupy the unit, but if the tenancy is a fixed term tenancy, such a notice may not end the tenancy on a date that is earlier than the date specified in the fixed term tenancy agreement as the end of the tenancy.

This tenancy is for a term that ends on November 15, 2015 and that is the earliest date that the landlord may end this tenancy pursuant to one of the grounds permitted by section 49 of the *Residential Tenancy Act*. I therefore find that the Notice to End Tenancy dated December 28, 2014 is invalid and must be cancelled. The tenancy will continue until ended in accordance with the provisions of the *Residential Tenancy Act*.

Of course the parties are free to arrive at a negotiated agreement in writing to end the tenancy on a date earlier than November 15, 2015.

Conclusion

I have granted the tenants' application to cancel the Notice to End Tenancy. The tenants are entitled to recover the \$50.00 filing fee for their application and they may deduct the sum of \$50.00 from a future installment of rent due to the landlords.

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 04, 2015

Residential Tenancy Branch

