



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

On May 25, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") asking to cancel a 2 Month Notice to End Tenancy for Landlord Use of Property.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is there reason to end the tenancy for Landlord's use of property?

Background and Evidence

The Landlord and Tenant both testified that the tenancy began in September 2016, on a month to month basis. Rent in the amount of \$700.00 is to be paid by the first day of each month. The Tenant did not pay, and was not required to pay, a security deposit or pet damage deposit.

The Landlord issued a 2 Month Notice to End Tenancy for Landlord Use of Property; ("the 2 Month Notice") dated May 12, 2018. The 2 Month Notice has an effective date of July 31, 2018.

The reason for ending the tenancy within the 2 Month Notice is as follows:

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 to in good faith to occupy the rental unit.

The 2 Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 15 days after it is assumed to be received by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the 2 Month Notice within the required timeframe.

The Landlord testified that he entered into a sale agreement of the rental property and the purchaser asked him to issue a 2 Month Notice to end tenancy to the Tenant. The purchasers intend in good faith to occupy the rental premises. The Landlord provided a copy of the Buyers Notice to the Seller.

The Landlord testified that he issued the 2 Month Notice based on the purchasers directions.

The Tenant submitted that she received a letter from the new purchaser that indicates the buyers want to renovate her unit and offered her compensation if she moves out early. The Tenant provided a copy of the letter she received. The letter indicates that the buyer intends to occupy the rental unit and have a number of trades people come through the property.

The Tenant submitted that the Landlord informed her via email that he may not be occupying the rental unit himself. The Tenant did not provide a copy of the email from the Landlord.

The Tenant suggested that the Landlord may be renovating the unit with the purpose of re-renting it to a new Tenant. She acknowledged that she has no evidence to support her suggestion.

Analysis

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

Black's Law dictionary 2nd Edition provides the following definition of "occupy":

"To hold in possession; to hold or keep for use".

I find that the 2 Month Notice of the Landlords Use of Property does not require that the Landlord must live in the rental unit.

Section 49 of the Act permits the Landlord to issue the Notice if the purchaser intends in good faith to occupy the rental unit. I find that the letter the Tenant received from the Landlord confirms that the buyer intends to occupy the rental unit.

The buyer has the right to renovate the rental unit while occupying it.

I am satisfied that the purchaser intends to use the rental unit for the stated purpose in the notice.

I acknowledge that the Tenant feels that the Notice was not issued in good faith; however, there is insufficient evidence from the Tenant to establish that the purchaser does not have the intention to occupy the unit.

I dismiss the Tenant's application to cancel the 2 Month Notice to End Tenancy For Landlord's Use Of Property dated May 12, 2018.

Under section 55 of the Act, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the Notice complies with the requirements regarding form and content and I find that the Landlord is entitled to an order of possession effective by 1:00 p.m. on July 31, 2018, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant's application to cancel the 2 Month Notice dated May 12, 2018, is dismissed.

I grant the Landlord an order of possession effective by 1:00 p.m. on July 31, 2018.

The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and 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: July 19, 2018

Residential Tenancy Branch