



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: CNL

Introduction

This application was brought by the tenant seeking to have set aside or delayed a 60-day Notice to End Tenancy for landlord use served on December 30, 2008 by posting and setting an end of tenancy date at February 28, 2009.

Issues to be decided

This application requires a decision on whether the Notice to End is lawful and valid and should be upheld or set aside accordingly.

Background and Evidence

This tenancy began February 1, 2002. Rent is \$850 per month and the landlord holds a security deposit although neither party had the exact amount or date of payment available at the hearing.

The rental building is a small mixed residential and commercial facility.

During the hearing, the landlord gave evidence that the landlord, a society which provides housing for clients suffering from mental illness, had purchased the property and taken possession in September of 2008.

He stated that the purpose of the Notice to End Tenancy was part of a program to renovate the building and convert to use for its clients and office space. The tenant had been concerned that the notice had followed a police call to the building which may have erroneously been attributed to him. The landlord gave assurance that such was not the case.

The tenant further noted that as the Notice to End had been served by posting on December 30, 2008, it would not be deemed to have been served until three days after that and he, therefore, had not been given the full two months' notice as required by section 49 of the *Act*.

The landlord stated that he had attempted twice to serve the tenant in hand, but that he accepted that the end date be postponed one month to March 31, 2009.

Analysis

Sections 49(6)(b) and (d) of the *Act* permit a landlord to end a tenancy with two months notice if the, in the first instance, landlord intends in good faith to renovate the property in a manner that requires it to be vacant, and in the second instance, to convert it to non-profit housing.

Conclusion

I find that the landlord was acting in good faith in serving the Notice to End Tenancy and that, except for the amendment of the end of tenancy date, it is lawful and valid and I find no cause to set it aside.

On hearing that determination, the landlord requested, and I find he is entitled to, an Order of Possession effective at 1 p.m. on March 31, 2009. The order, enforceable through the Supreme Court of British Columbia, accompanies the landlord's copy of this decision for service on the tenant.

February 20, 2009

Dispute Resolution Officer