

## **DECISION**

**Dispute Codes:** CNL, OLC, FF

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for landlord's use of property and for the landlord to comply with the *Act* and the tenancy agreement.

The landlord submitted a letter dated April 21, 2009 from his insurance company to the Residential Tenancy Branch. The landlord said that he had served tenant RB with the same document. I note that RB is not an applicant for this hearing. Based on the above, I find that the applicant was not served with this document. Therefore, I have not accepted this letter as evidence for this hearing.

On or about September 1, 2008, the landlord collected a security deposit in the amount of \$765.00 from the tenants. The tenancy began on September 1, 2008. The parties agreed that there are several tenants named in the tenancy agreement but they disagreed with the names of these people. No copy of a tenancy agreement was submitted for the hearing. A monthly rent in the amount of \$1500.00 is payable in advance on the first day of each month.

On March 31, 2009, the landlord served one of the tenants, RB, with a notice to end tenancy for landlord's use of property. The landlord maintained that RB was named as a tenant on the tenancy agreement. The landlord gave the following reason for ending the tenancy. He was required to do certain renovations on the property according to notice given by his insurance company. He added that the type of renovations to be done on the property did not require a permit or approval from the City of Surrey.

The tenant disputed the notice to end tenancy citing the following reasons. RB, the person named in the notice to end tenancy is not a tenant named in the

tenancy agreement. There is no permit or approval issued by the appropriate authorities for the landlord to do renovations on the property.

No copy of tenancy agreement was submitted for this hearing. I therefore find that the tenant has not proven that RB is not a tenant named in the tenancy agreement. The landlord provided no supporting evidence with respect to the nature of the renovations or whether a permit or approval was required by law for such renovations. Accordingly, I find the landlord has not established sufficient grounds to end this tenancy for landlord's use of property.

I therefore cancel the notice to end tenancy dated March 31, 2009 and the tenancy is to continue. The tenant is entitled to recover of the \$50.00 filing fee, which she may deduct from the next month's rent.