



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Two Month Notice to End Tenancy for landlords use of the property.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail express post on July 07, 2010. Canada Post tracking information shows this was successfully delivered on July 08, 2010.

The tenant and her advocate appeared, gave affirmed testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Is the tenant entitled to cancel the Two Month Notice to End Tenancy?

## Background and Evidence

The tenant confirmed that this month to month tenancy started 10 years ago. Her rent was recently been increased to \$516.00 per month and she had a previous decision made in May 2010 where she was Ordered to reduce her rent by \$100.00 per month until such a time that the landlord re-installs either a wheel chair ramp or wheel chair elevator. The tenant states the landlord has still not done this and so the tenant continues to pay a reduced rent.

The tenant testifies that she received a Two Month Notice from the landlord on June 22, 2010 with an effective date to end the tenancy as of September 01, 2010. The reason given on this Notice is that the landlord intends to convert the rental unit for use by a caretaker, manager, or superintendent of the residential property.

The tenant testifies that the landlord has had two managers of this 40 unit building and disputes the reason given on the Notice stating there would be no reason to employ a third manager of a 40 unit building. The tenant submits that she thinks the landlord served her with this Notice out of retaliation for her being allowed to reduce her rent. The tenant also testifies that at the time the Notice was served there were two vacant units in the building which the landlord could have used instead of her unit if he really was going to employ a third manager. The tenant seeks to cancel the Two Month Notice.

## Analysis

I have carefully considered the evidence before me, including the affirmed evidence of the tenant and her advocate.

In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that grounds exist (as set out on the Notice to End Tenancy) to end the tenancy. I find that the landlord has not appeared at the hearing despite having had Notice to do so. I find the landlord has provided no evidence to show that the reason given on the Two Month Notice is valid. As a result, the Notice is cancelled and the tenancy will continue.

## Conclusion

The tenant's application is allowed. The Two Month Notice to End Tenancy for landlords use of the property dated June 22, 2010 is cancelled and the tenancy will continue.

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: August 25, 2010.

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Dispute Resolution Officer