



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, MT, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking additional time to file the Application, to cancel a Notice to End Tenancy issued by the Landlord, to dispute an additional rent increase and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, 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.

I note that the Tenant filed her Application on time, and therefore, no determination is required on the request for more time to apply and it is dismissed.

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Is there an additional rent increase?

Background and Evidence

On May 1, 2011, the Landlord issued the Tenant a one month Notice to End Tenancy and indicated that the cause was the rental unit had to be vacated to comply with a government order.

The rental unit is one of two suites in a residential home.

According to the testimony of the Agents for the Landlord they received a notice from the municipality where the subject unit is located that the home was to be inspected. The Agents testified that the municipality informed them they could no longer rent the property as a duplex.

Initially, the Landlord investigated converting the property into a legal duplex. Instead, in January of 2011, the Landlord wrote the municipality to notify them that the property was going to be converted back to a single family home.

During this time the Landlord and the Tenant had some discussions regarding the Tenant renting the entire property. The Landlord provided the Tenant with a price to rent the entire property. The Tenant tried to argue this was an additional rent increase. However, during the course of the hearing the Agents for the Landlord testified that the Landlord was no longer offering the Tenant this option.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, **I find that the Notice to End Tenancy is not valid and I order that it is cancelled.**

I find the Landlord had insufficient evidence that there was an order from a government authority requiring the rental unit to be vacated. The Landlord could produce no written order from the municipality requiring the Landlord to have the rental unit vacated.

Therefore, I order that the Notice to End Tenancy dated May 1, 2011, is cancelled and is of no force or effect. This tenancy will continue until ended in accordance with the Act.

I also find there was no additional rent increase imposed on the Tenant, and this portion of her claim is dismissed. The Landlord had offered the Tenant a different tenancy agreement, whereby the Tenant would rent the entire property. This was to have been a new tenancy with different terms and therefore, the Landlord could set a different rate of rent. Nevertheless, this new tenancy agreement has been withdrawn by the Landlord and therefore, this portion of the Application is dismissed.

As the Tenant has been successful in her Application, I allow her to recover the \$50.00 filing fee for the Application from the Landlord. The Tenant may deduct \$50.00 from one month of rent payable to the Landlord.

Conclusion

The Landlord had no evidence they received a written order from the municipality to have the rental unit vacated, and therefore, the Notice is not valid and I order it cancelled.

There was no additional rent increase imposed.

The Tenant may recover the \$50.00 filing fee for the Application by deducting \$50.00 from one month of rent.

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 18, 2011.

Residential Tenancy Branch