



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RR

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a Notice to end Tenancy – Section 49; and
2. An Order allowing the tenant to reduce rent for repairs – Section 65.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Notice to end tenancy valid?

Are the Tenants entitled to a cancellation of the Notice to end tenancy?

Background and Evidence

The tenancy began on October 1, 2010. Rent in the amount of \$1,000.00 is payable in advance on the first day of each month. On July 4, 2011, the Landlord served the Tenants with a Notice to end tenancy for landlord’s use of property (the “Notice”). The Landlord confirmed that the reason provided for this Notice is that the Landlord has all the necessary permits and approvals required by law to demolish the rental building.

The effective date of this Notice is noted as September 4, 2011. The Tenants state and the Landlord agrees that the Landlord does not have any permits for demolition of the building. The Landlord states that the City of New Westminster will not provide the Landlord with such permits until the property is vacant. The Tenants state that the Landlord has also not provided a correct effective date and request the date be

amended. During the Hearing, the Tenants withdrew the part of the application that requests a reduction in rent for repairs to the unit.

Analysis

Section 53 of the Act provides that where an incorrect effective date is set out in a notice, the notice is deemed to be changed accordingly. In this Notice, the correct effective date is therefore deemed to be changed to September 30, 2011.

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice. As the Landlord did not dispute that no permits or approvals have been obtained to demolish the building and as the Landlord provided no evidence to substantiate that he could not obtain the required permits in advance of a vacant building, I find that the Notice is not valid and that the Tenants are entitled to a cancellation of the Notice. The Notice is therefore cancelled and the tenancy continues.

Conclusion

The Notice is cancelled and the tenancy continues.

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 18, 2011.

Residential Tenancy Branch