



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, EPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for an order to cancel a 2 Month Notice to End Tenancy for the landlord to repair the rental unit in a manner that requires the rental unit to be vacant.

Although served with the Application for Dispute Resolution and Notice of Hearing the landlord did not appear. The landlord filed evidence for this hearing on November 14, 2011. I find that the landlord has been duly served in accordance with the Act.

The tenants gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me

Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

Background and Evidence

The tenancy began on May 1, 2000. Rent of \$650.00 is payable on the first day of each month. The tenants paid a security deposit of \$625.00.

On October 27, 2011, the landlord served the tenants with a two month notice to end tenancy for the landlord to repair the rental unit. The tenants disputed the notice within the time limit required under the Act.

The tenants testified that most of work that the landlord is planning to do is cosmetic and that they will be able to move their furnishing to accommodate the work that is going to be done, if in fact the landlord is actually planning to do the work.

The landlord's evidence filed for this hearing indicates that the outside windows are going to be replaced and the rental unit is going to be painted and the flooring replaced,

it also shows the main unit upstairs is going to be painted, have new flooring installed and renovated the kitchen.

Analysis

Where a notice to end tenancy comes under dispute the landlord has the burden to show the tenancy should end for the reasons indicated on the notice. In the absence of the landlord at the hearing and viewing the evidence filed by the parties, I grant the tenants request to cancel the notice to end tenancy.

As the tenants have been successful with this application I grant them the recovery of the filing fee in the amount of \$50.00. The tenants are authorized to deduct \$50.00 from a future month's rent to satisfy this claim.

Conclusion

The two month notice to end tenancy issued on October 27, 2011, is cancelled and the tenancy will continued until ended in accordance with the Act.

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: November 18, 2011.

Residential Tenancy Branch