



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 2 Month Notice to End Tenancy for the landlord's use of property.

The tenant, his translator, the landlord and her translator appeared and the hearing process was explained. Thereafter the parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form, and to respond each to the other party, and make submissions to me.

Issue(s) to be Decided

Is the tenant entitled to an Order cancelling the 2 Month Notice to End Tenancy for landlord's Use?

Background and Evidence

This 6 month, fixed term tenancy began on August 1, 2011, is required to end on January 31, 2012, by operation of the terms in the tenancy agreement, monthly rent is \$2,300.00 and the tenant paid a security deposit of \$1,150.00 at the beginning of the tenancy.

The tenant submitted that the subject of this dispute is the *2 Month Notice to End Tenancy for Landlord's Use of Property* (the "Notice"). The Notice apparently referred to the use being that the landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant. The Notice was not submitted into evidence by either party.

The landlord submitted into evidence a copy of the tenancy agreement, which stated that that tenant must move out at the end of the fixed term on January 31, 2011, and it further stated that the tenancy would not continue thereafter on a month to month basis.

The landlord sent the tenants a letter, dated November 15, 2011, reminding them that the end of the fixed term was on January 31, 2012, and that they needed to vacate the rental unit by that time.

Upon receiving the letter, the tenant demanded the landlord give them a 2 Month Notice, and then filed an application to dispute that Notice. The tenant submitted that the landlord did not have the necessary permits.

In support of their application, the tenant submitted no documentary evidence.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

Only the evidence and testimony relevant to the issues and findings in this matter are described in this Decision.

I find that the subject of this dispute is not a 2 Month Notice, but rather, the tenants' disagreement that they had to vacate the rental unit at the end of the fixed term.

Section 44 (1) (b) of the Residential Tenancy Act states that a fixed term tenancy ends if the tenancy agreement provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

I therefore find that the tenants are required to vacate the rental unit at the end of the fixed term on January 31, 2012, and I therefore **dismiss** the tenant's application, **without leave to reapply**.

As I have dismissed the tenant's application, pursuant to section 55 (1) of the Act, I grant an order of possession to the landlord, effective at 1:00 p.m. on January 31, 2012, the end of the fixed term.

I am enclosing an order of possession with the landlord's Decision. This order is a **legally binding, final order**, and may be filed in the Supreme Court of British Columbia should the tenant fail to comply with this order of possession by moving out on or before the date listed in the Notice.

Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord is granted an order of possession.

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: December 14, 2011.

Residential Tenancy Branch