



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, RP, MNDC, OLC, RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a One Month Notice to End Tenancy, orders to the Landlord to make emergency repairs, repairs to the rental unit, provide compensation for damages and losses, rent reduction, and orders to the Landlord to comply with the Residential Tenancy Act (the "Act"), regulations or tenancy agreement.

The Tenants testified that they served the Landlord, by registered mail with the Application for Dispute Resolution and Notice of Hearing on March 15, 2012, and provided the tracking information from the Canada Post receipt. The Tenants stated although they are not certain where the Landlord is currently living, they have used the address provided to them by the Landlord as his mailing address during their tenancy and on the Notice issued to them on March 01, 2012.

I find that the Landlord was served the Application and Notice of Hearing in accordance with section 89 of the Act.

The Landlord did not participate in the conference call hearing. The Tenants were given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter(s)

The Tenants indicated several matters of dispute on their Application, however, there are only two main issues that are appropriate to deal with during this proceeding; the One Month Notice to End Tenancy and any emergency repairs. The Tenants' other issues in dispute are not sufficiently related to the main issue to be dealt with together. Pursuant to 2.3 of the Residential Tenancy Branch Rules of Procedure I have determined that it is appropriate to dismiss the Tenants' unrelated disputes set out on the Application with liberty to reapply.

I dismiss the Tenants' claim for compensation for damages and losses, repairs to the rental unit, rent reduction, and orders to the Landlord to comply with the Act, regulations or tenancy agreement with liberty to reapply.

The Tenants stated that there are currently no outstanding emergency repairs with the Landlord, just regular repair issues. As a result, I dismiss the Tenants' claim for emergency repairs.

Therefore, I will deal only with the Tenants' request for cancellation of the One Month Notice to End Tenancy in the balance of my decision.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy issued by the Landlord be cancelled or not?

Background and Evidence

The Tenants stated that they have a month to month tenancy which commenced on March 01, 2010. The Tenants stated that the rent is \$950.00 per month due on the first of each month and the utilities are \$100.00 per month also due on the first of each month. The Tenants stated that they provided the Landlord a security deposit of \$475.00 when the tenancy commenced. The Tenants did not provide a copy of the tenancy agreement into evidence.

The Tenants confirmed that they received a One Month Notice to End Tenancy from the Landlord in person on March 01, 2012. The One Month Notice to End Tenancy states that the Landlord wishes to end the tenancy on April 01, 2012. The Tenants submitted a copy of the One Month Notice to End Tenancy into evidence. The Tenants filed an Application for dispute resolution on Monday, March 12, 2012 as the 10th day for filing their dispute resolution fell on a weekend when our office was closed. The Tenants stated that they filed for dispute resolution within the time period required by the Act. The Tenants stated that the Landlord indicated incorrect reasons on page two of the Application as they have never received any warnings or other indication that there were any problems. The Tenants stated that the Landlord advised them verbally that the reason for issuing the Notice was that the house is for sale and he is not certain that prospective purchasers will want the Tenants living there.

The Tenants stated that the Landlord verbally told them on March 25, 2012 that the house has been sold and that the new Landlord is willing to have them stay on. The Tenants stated that they have not yet received anything in writing from the Landlord cancelling the Notice or informing them of the details for the new Landlord who is purchasing the house.

The Tenants request that their tenancy continue and the One Month Notice issued on March 01, 2012 be cancelled.

Analysis

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

As the 10th day for filing an application for dispute resolution fell on a weekend, I find that the Tenants by filing their application on Monday March 12, 2012, filed their application for dispute resolution within the ten days required by the Act after service of the Notice.

In the absence of evidence and testimony from the Landlord whom I found has been duly served, I accept the Tenants' evidence that the Landlord's reason for issuance of the Notice was that the house was for sale. Section 47 of the Act does not allow a Landlord to issue a One Month Notice to End Tenancy for the reason the house is for sale. The Landlord indicated several other reasons on page two of the Notice for ending the tenancy, however, the Landlord failed to participate in the hearing or provide any evidence to support those reasons.

I find that the Landlord has failed to provide sufficient evidence to support the reasons for issuance of the One Month Notice to End the Tenancy for Cause in accordance with the Act. As a result, I order that the One Month Notice to End Tenancy issued March 01, 2012 be cancelled.

Conclusion

The Tenants' claim for compensation for damages and losses, repairs to the rental unit, rent reduction, and orders to the Landlord to comply with the Act, regulations or tenancy agreement are dismissed with liberty to reapply.

The Tenants' claim for emergency repairs is dismissed.

I order that the One Month Notice to End Tenancy issued March 01, 2012 be cancelled

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: March 28, 2012.

Residential Tenancy Branch