



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

This hearing was convened by way of conference call in repose to the tenants' application to cancel a Two Month Notice to End Tenancy and to recover the filing fee from the landlord for the cost of this application.

Service of the hearing documents, by the tenants to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on February 13, 2012. Mail receipt numbers were provided in the tenants' documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenants appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Are the tenants entitled to have the Two Month Notice to End Tenancy cancelled?

### Background and Evidence

The tenants' testify that their tenancy started on May 25, 2002. Rent was \$850.00 per month which was reduced to \$650.00 per month at a previous hearing in January, 2012.

The tenants testify that the landlord has served them with a Two Month Notice to End tenancy. This Notice was served to the tenants in person on January 26, 2012 and gave the following reason to end the tenancy:

The landlord has all the 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 tenants dispute that the landlord has any permits or approvals in place to either demolish or repair the rental unit. The tenants testifies that they asked the landlord if he did have the required permits in place and the landlord told the tenants that he did not have them.

### Analysis

When a landlord serves a Notice such as this, the landlord must satisfy the burden of proof that he does have the required permits and approvals in place to either demolish or repair the rental unit. The landlord has provided no documentary evidence to show these permits and approvals are in place and has not appeared at the hearing today to provide oral testimony concerning this matter. Consequently, I find the landlord has not met the burden of proof and as the tenants have disputed the landlords reason given on the Notice, the Notice is cancelled and the tenancy will continue.

### Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated January 26, 2012 is cancelled and the tenancy will continue. As the tenants' have been successful in setting aside the Notice, the tenants are entitled to recover

their \$50.00 filing fee for this proceeding and may deduct that amount from their next rent payment when it is due and payable to the landlord.

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 05, 2012.

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Residential Tenancy Branch