



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

CNC

### **Introduction**

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated June 30, 2012

Both parties appeared and gave affirmed testimony in turn.

### **Issue(s) to be Decided**

The tenant is disputing the basis for the notice and the issue to be determined is:

Should the notice should be cancelled on the basis that the evidence does not support the cause shown?

Burden of Proof: The burden of proof is on the landlord to establish that the notice was justified.

### **Background and Evidence**

The month-to-month tenancy began in 2009 and the rent is \$950.00.

The tenant had submitted into evidence a copy of a One-Month Notice to End Tenancy for Cause dated June 30, 2012 stating that the landlord was ending the tenancy because the rental unit must be vacated to comply with a government order and showing an effective date of July 31, 2012.

No evidence was submitted by the landlord.

The landlord testified that the One Month Notice to End Tenancy for Cause was issued because the landlord had received an order from the municipality ordering that the suite be vacated. The landlord stated that she had a copy of this order.

The tenant argued that no such order was issued.

The landlord remained adamant that she had no choice but to end the tenancy on the main floor in order to comply with the government order.

### **Analysis**

Section 47 (1) of the Act permits a landlord to issue a One-Month Notice to End Tenancy by giving notice to end the tenancy if:

(k) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;

In this instance, I find that the landlord did not provide sufficient documentary evidence to prove that a government order was issued compelling the landlord to vacate the suite.

Based on the evidence and testimony, I find that the situation before me does not meet the statutory criteria under section 47(1)(k), permitting the landlord to terminate the tenancy with One Month Notice. .

In light of the fact that the landlord has failed to sufficiently prove that any of the criteria listed under section 47 has been satisfied, I find that I must grant the tenant's application to cancel the One-Month Notice to End Tenancy for Cause. Accordingly, this tenancy will remain intact until it is validly ended by the landlord or the tenant in compliance with the Act.

### **Conclusion**

Based on the above, I hereby order that the One-Month Notice to End Tenancy of June 30, 2012 be cancelled and of no force nor effect.

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: July 26, 2012.

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Residential Tenancy Branch