



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Five Mile Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNL (both applications)

Introduction

This Hearing dealt with two applications. Both Tenants applied to cancel 2 *Month Notices to End Tenancy for Landlord's Use of Property* (the Notices). The rental units are in the same rental property, the Landlord is landlord of both tenancies. The Notices both give the same reason for ending the tenancy and were issued and served on the same day. The applications were joined pursuant to the provisions of Section 73(1) Of the Act.

The Tenants both signed into the Hearing and gave affirmed testimony.

It was determined that the Tenant BG served the Landlord with his Notice of Hearing documents, by registered mail sent February 13, 2014. BG provided copies of the registered mail receipt and tracking number in evidence. BG also testified that he served the Landlord with his documentary evidence by registered mail sent March 17, 2014.

It was also determined that the Tenant SL served the Landlord with her Notice of Hearing documents, by registered mail sent February 14, 2014.

The Landlord provided no documentary evidence to the Residential Tenancy Branch. The Tenants testified that the Landlord did not serve them with documentary evidence.

Preliminary Matter

I am satisfied, based on the affirmed testimony of both Tenants and on the documentary evidence provided by the Tenant BG, that the Landlord was duly served with the Tenants' Notice of Hearing documents. The Landlord did not sign into the teleconference, which remained open for 15 minutes.

When a Tenant seeks to cancel a Notice to End Tenancy, it is a reverse onus situation. In other words, the Landlord must provide sufficient evidence that the tenancy should end for the reasons provided on the Notice. In this case, the Landlord has alleged the following reason on the Notices for ending the tenancies:

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 Landlord provided no documentary evidence with respect to permits or approvals.

In the absence of any evidence from the Landlord, I find that the Landlord has failed to prove that the Notices are valid notices. Therefore the Notices are both cancelled. The tenancies shall remain in full force and effect until they are ended in accordance with the provisions of the Act.

Conclusion

The Notices to End Tenancy, issued January 28, 2014, are both cancelled and the tenancies remain in full force and 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: April 07, 2014

Residential Tenancy Branch

