



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL MNDC OLC FF

Introduction

This hearing was convened pursuant to the tenant's application to cancel a notice to end tenancy as well as for monetary compensation and an order that the landlord comply with the Act. The tenant and the landlord participated in the teleconference hearing.

I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

Both parties were given full opportunity to give testimony and present their evidence regarding the notice to end tenancy. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

On September 12, 2014 the landlord served the tenant with a notice to end tenancy for landlord's use. On the second page of the notice the landlord checked off two reasons for ending the tenancy: (1) the landlord intends to occupy the rental unit, and (2) the landlord intends to renovate the rental unit. In the hearing the landlord stated that his understanding was that he could check off as many reasons as he wished. The landlord submitted documentary evidence to support both reasons for ending the tenancy. The tenant stated that when she received the notice she had no idea why the landlord wanted to end the tenancy.

Analysis

I find that the notice to end tenancy dated September 12, 2014 is not valid. A notice to end tenancy for landlord's use must not indicate more than one reason for ending the tenancy under this section of the Act. If a landlord ends a tenancy by issuing a notice to end tenancy for landlord's use and the landlord then fails to either take steps to accomplish the stated purpose

for ending the tenancy or use the unit for the stated purpose for at least six months, then the landlord must pay the tenant monetary compensation equivalent to two months of rent.

I therefore cancel the notice to end tenancy for landlord's use dated September 12, 2014. As a result, the tenancy continues until such time as it ends in accordance with the Act.

As the tenancy is continuing, the landlord and the tenant maintain the same rights and responsibilities accorded under the Act, regulation and tenancy agreement. The landlord may issue a new notice to end tenancy for landlord use. If he does so and the tenant accepts the notice, she is entitled to compensation equivalent to one month's rent, which can be in the form of monetary compensation, free occupancy of the rental unit or a combination of both. If the landlord believes that the tenant is not complying with the Act or tenancy agreement he may issue a one-month notice to end tenancy for cause. If the tenant believes that the landlord is failing to comply with the Act she may apply for monetary compensation or other orders.

Conclusion

The notice to end tenancy for landlord's use dated September 12, 2014 is cancelled, with the effect that the tenancy continues until such time as it is ended in accordance with the Act.

As the tenant's application to cancel the notice was successful, she is entitled to recovery of the \$50 filing fee for the cost of her application. The tenant may deduct that amount from her next month's rent.

The remainder of the tenant's application is dismissed with leave to reapply.

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: October 31, 2014

Residential Tenancy Branch

