



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

This hearing dealt with an application by the tenant seeking to have a Two Month Notice to End Tenancy for Landlords Use of Property set aside. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was personally served with the application for dispute resolution and notice of hearing on December 16, 2014. The tenant stated that her husband was present as a witness when serving the landlord. I found that the landlord had been properly served with notice of the tenants' claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the Notice set aside?

Background and Evidence

The tenant gave the following undisputed testimony:

The tenancy began on or about May 1, 2007. Rent in the amount of \$650.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$325.00. The tenant stated that the landlord purchased and took possession of the property on November 15, 2014. The tenant stated that the landlord immediately asked for a monthly rental increase of \$200.00. The tenant stated she is open to negotiating a new rate but not \$200.00. The tenant stated that on December 15, 2014 the landlord issued a Two Month Notice to End Tenancy for Landlords Use of Property with an effective date of January 31, 2015; the landlord wishes to move into this unit and wants the tenant to move out.

The tenant stated the landlord is issuing the notice as retribution for not agreeing to the \$200.00 rental increase and doesn't think the landlord is acting in good faith.

Analysis

When a landlord issues a notice to end tenancy they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord has not submitted any documentation for this hearing nor did he participate. In the absence of any evidence from the landlord I find that the tenant has been successful in her application.

The notice is set aside. The tenant is also entitled to the recovery of the \$50.00 filing fee. The tenant is entitled to make a onetime rent reduction of \$50.00 on the next rental due date.

Conclusion

The Two Month Notice to End Tenancy for Landlords Use of Property dated December 15, 2014 with an effective date of January 31, 2015 is set aside; it is of no force or effect. The tenancy continues on the original terms and conditions as per their tenancy agreement. The tenant is entitled to make a onetime rent reduction of \$50.00 on the next rental due date.

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: January 15, 2015

Residential Tenancy Branch

