



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, FF

Introduction

This hearing was scheduled in response to applications by the tenants for cancellation of a notice to end tenancy for cause / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Tenant "NY" attended and gave affirmed testimony. The landlord did not appear.

Tenant "NY" testified that she represents all tenant applicants. Tenant "NY" testified that the landlord was served with the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail. Evidence provided by tenant "NY" includes the Canada Post tracking number for the registered mail. The Canada Post website informs that the item was "accepted at the Post Office" on January 02, 2015, and that it was "successfully delivered" on January 14, 2015. Despite this, as previously noted, the landlord did not appear.

Tenant "NY" testified that the address for service provided by the landlord is the same as the address of the rental unit. Tenant "NY" testified that after Canada Post attempted to deliver the hearing package to the landlord at the rental unit, she informed the landlord by email or text. Thereafter, the landlord attended the unit to take delivery of the notice card left by Canada Post which informs where the item can be picked up. Subsequently, the landlord picked up the hearing package from the Post Office. The tenants are unaware of the landlord's personal residential address, or any other address used by the landlord to carry on business as a landlord. Following from all of the above, I find that the hearing package has been properly served on the landlord.

Issue(s) to be Decided

Whether the tenants are entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

It is understood that the units which are the subject of this dispute total 3, and that they are all located within the upstairs and downstairs portions of 1 house. There are no written tenancy agreements in evidence for any of the tenancies. Further, there is no conclusive evidence before me around the respective amounts of monthly rent, or conclusive evidence concerning the amounts of any security and / or pet damage deposits that may have been collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued 3 separate 1 month notices to end tenancy for cause dated December 15, 2014. Tenant "NY" testified that the notices were personally served several days later on December 21, 2014. Copies of the notices were submitted in evidence. The date shown on the notices by when the tenants must vacate the unit is January 31, 2015. The reason shown on the notices in support of their issuance is as follows:

Rental unit / site must be vacated to comply with a government order

Documentary evidence also includes a copy of the letter to the landlord from the local government authority (City of Vancouver) dated December 02, 2014. In the letter the landlord is informed that the property is in violation of 2 particular by-laws and, in the result, certain orders are issued against the landlord and he is instructed to "serve eviction notice to your tenants on the proper prescribed government form." Applications to dispute the 1 month notices were filed by the tenants on December 29, 2014. In addition to applying to have the 1 month notices set aside, the tenants seek various "compensation for rent & moving out fees" in addition to recovery of the filing fee(s).

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of tenant "NY," I find that the tenants were served with a 1 month notice to end tenancy for cause dated December 15, 2014. I further find that the notices were personally served on December 21, 2014. Pursuant to section 47(4) of the Act the tenants had 10 days to dispute each notice after the date of its receipt. As the tenants filed their applications on December 29, 2014, I find that their applications were filed in a timely manner.

Section 47(1)(k) of the Act provides as follows:

47(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

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

The tenants object to the disruption of being required to move, in addition to the associated costs arising from the landlord's issuance of the notice. However, there is no evidence that the tenants dispute the orders / instruction issued against the landlord by the local government authority, or that they consider that the reason identified on the 1 month notice in support of its issuance is inconsistent with the landlord's reason for issuing it. In summary, I am unable to conclude that the notice is flawed in any way, or that it was improperly served on the tenants. Accordingly, I find that the landlord's 1 month notice is valid and the tenants' applications for cancellation of the notice must be dismissed. That said, I have no application before me from the landlord in which he seeks an order of possession, and the landlord did not attend the hearing and make an oral request for an order of possession.

As to compensation sought by the tenants, in light of the above findings, I find there is no statutory entitlement for costs related to "compensation for rent & moving out fees." In the result, the tenants' applications for such compensation in addition to recovery of the filing fee(s) are hereby dismissed.

Conclusion

The tenants' applications are hereby dismissed.

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 21, 2015

Residential Tenancy Branch

