



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNL, MNDC, FF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants for an order cancelling a notice to end tenancy for landlord's use of property; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

Both tenants and the named landlord attended the hearing, and the named landlord also represented the landlord company. The landlord and one of the tenants each gave affirmed testimony and provided evidentiary material in advance of the hearing. The parties were given the opportunity to question each other respecting the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

During the course of the hearing, the tenants advised that the monetary claim is withdrawn.

Issue(s) to be Decided

The issue remaining to be decided is:

- Should the notice to end the tenancy given by the landlords be cancelled?

Background and Evidence

The landlord testified that this month-to-month tenancy began about a year ago, however the tenants have resided in the rental building in another unit for about 5 years prior. Rent in the amount of \$900.00 per month is payable in advance on the 1st day of

each month, and the landlords discount \$75.00 per month for the tenants' duties as resident managers. The landlord does not recall if any security deposit was paid.

The landlord further testified that the landlords are a property management company and property manager of the complex which contains 5 units and some commercial space. The landlords retain resident management services from the tenants partially to ensure that the landlord does not have to attend the rental unit for each incident or the middle of the night. However, the tenants have not been completing the duties for quite some time, such as sweeping halls in the rental building and keeping an eye on things and dealing with day-to-day issues. The landlord also asked the tenant to fix the heat, and he tried but then decided that it was the landlord's responsibility, and hasn't swept for about 9 months. The tenant got a job and now doesn't want to deal with anyone or anything and is doing absolutely nothing. The landlord talked to the tenants who said they weren't taking care of anything anymore. The landlord has attempted further conversations but the tenants always had an excuse and couldn't meet with the landlord. The landlord needs a new resident manager and requires the rental unit for the new resident manager.

On January 30, 2015 the landlord personally served the tenants with a 2 Month Notice to End Tenancy for Landlord's Use of Property, a copy of which has been provided for this hearing. The notice is dated January 30, 2015 and contains an expected date of vacancy of March 31, 2015. The reason for issuing the notice is: "The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property."

The tenant testified that he was completing the work right up until the landlord served the notice to end the tenancy and then the work stopped. The tenants did not ignore the landlord or refuse to meet; the tenant had an appointment that had to be attended. The tenants have been living on and looking after the property for about 6 years.

At no time did the landlord give any notice to the tenant or tell either tenant that their services were no longer required and at no time did the tenants give the landlord notice to quit the work.

The tenants seek an order cancelling the notice.

Analysis

The *Residential Tenancy Act* states that a landlord may give a 2 Month Notice to End Tenancy for Landlord's Use of Property if the landlord intends in good faith to occupy the rental unit for the purpose contained in the notice. In this case, I am not satisfied

that the parties have had any meaningful conversations with respect to expectations, however I am not satisfied that the tenants have raised any defence to issuing the notice. There is no question before me that the “good faith” requirement has or will not be met.

The tenants’ application to cancel the notice is hereby dismissed.

Conclusion

For the reasons set out above, the tenants’ application for a monetary order is hereby dismissed as withdrawn.

The tenants’ application for an order cancelling the 2 Month Notice to End Tenancy for Landlord’s Use of Property dated January 30, 2015 is 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: March 18, 2015

Residential Tenancy Branch

