



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL

Introduction

This hearing dealt with an application by the tenant for orders setting aside a 1 Month Notice to End Tenancy for Cause dated March 5, 2015 and a 2 Month Notice to End Tenancy for Landlord's Use dated March 8, 2015. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail deemed delivered on March 16, 2015, the landlord did not appear at the hearing nor did he file any written evidence.

Issue(s) to be Decided

Is either notice to end tenancy valid?

Background and Evidence

This month-to-month tenancy commenced January 1, 2010. The monthly rent of \$500.00 is due on the first day of the month. The tenant paid a security deposit of \$250.00.

The tenant was first served with an eviction notice dated February 9, 2015. The notice was not in the form required by section 52 of the *Residential Tenancy Act*. The landlord must have become aware of this deficiency because on March 5, 2015 he served the tenant with a 1 Month Notice to End Tenancy for Cause by posting it to the door of the rental unit. Multiple reasons were checked on the back of the form.

On March 8 the landlord issued a 2 Month Notice to End Tenancy for Landlord's Use and again served it by posting it to the door of the rental unit. That notice stated that the reason for the notice was that the "landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property."

The tenant filed this application for dispute resolution on March 11, 2015.

Analysis

On applications such as this the onus of proof is on the landlord to establish, on a balance of probabilities, the grounds stated on the notice to end tenancy. The landlord provided no evidence in support of either notice to end tenancy. As the landlord did not meet the standard of proof required the tenant's application is granted. Both the 1 Month Notice to End Tenancy for Cause dated March 5, 2015 and the 2 Month Notice to End Tenancy for Landlord's Use dated March 8, 2015 are set aside and are of no force or effect. The tenancy continues until ended in accordance with the *Residential Tenancy Act*.

Conclusion

the 1 Month Notice to End Tenancy for Cause dated March 5, 2015 and the 2 Month Notice to End Tenancy for Landlord's Use dated March 8, 2015 are set aside and are of no force or effect. The tenancy continues until ended in accordance with the *Residential Tenancy Act*.

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 15, 2015

Residential Tenancy Branch

