



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNL, FF

### Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenants have applied to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property and return of the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

### Preliminary Matters

The parties confirmed that a 2 month Notice to end tenancy for landlord use was issued and given to the tenants on March 31, 2015. The Notice had two reasons given; that the landlord would reside in the unit and that the unit would be demolished. That Notice did not provide a service address for the landlord. The tenants had to complete a title search to locate an address for the landlord. The current landlord had recently purchased the property.

The parties confirmed that another two month Notice to end tenancy for landlord's use of the property was issued and given to the tenants on April 10, 2015; this Notice had an effective date of June 30, 2015. The landlord confirmed that the April 10, 2015 Notice had one reason; that the landlord had permits and approvals required for demolition of the rental unit. A copy of this Notice was not submitted as evidence.

The landlord confirmed that the April 10, 2015 Notice was meant to replace the March 31, 2015 Notice and that the March 31, 2015 Notice is of no force and effect. The parties then agreed that the April 10, 2015 was in dispute. The details of the April 10, 2015 Notice were confirmed with the parties.

Issue(s) to be Decided

Should the two month Notice to end tenancy for landlord's use of the property issued on April 10, 2015 be cancelled?

Background and Evidence

The rental unit was recently purchased by the landlord. The security deposit was transferred to the new owner. Rent is due on the first day of each month.

The landlord issued a two month Notice to end tenancy for landlord's use of the property on April 10, 2015. The Notice was issued as the landlord has all of the necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant. The landlord confirmed that she plans on demolishing the home.

The landlord submitted a copy of a survey completed on April 22, 2015. This was the only written submission made by the landlord. The landlord confirmed that she does not yet have any permits or approvals from the City.

The landlord said she is concerned that some exploratory work related to identifying asbestos might cause a hazard to the tenants. The landlord was advised to seek out professional advice.

The tenants said they had sent the landlord an email explaining she was required to provide evidence in support of the Notice.

The landlord confirmed that the tenants may use the address indicated on the tenant's application for dispute resolution as the landlord's proper service address.

Analysis

When a landlord issues a Notice to end tenancy the Residential Tenancy Branch Rules of Procedure require the landlord to make submissions first as the landlord has the burden of proving the reasons on the Notice.

In the absence of any evidence of permits or approvals that would allow demolition of the rental unit I find that the landlord has failed to prove the reason given on the Notice. The landlord has confirmed she wishes to demolish the rental unit and that she will proceed to obtain the required approvals and documents.

Therefore, in the absence of evidence of any permits or approvals issued in support of the Notice I find that the two month Notice to end tenancy for landlord's use of the property issued on April 10, 2015 is cancelled. The Notice is of no force and effect. The tenancy will continue until it is ended in accordance with the Act.

As the tenant's application has merit I find that the tenants are entitled to deduct the \$50.00 filing fee from the next month's rent due.

The tenants may use the address they obtained via a title search, as the service address for the landlord. The address was added to the tenant's application for dispute resolution. Any future Notice to end tenancy must provide a full service address for the landlord. The tenants would then use that address for service even if it differs from the one currently confirmed by the landlord.

### Conclusion

The two month Notice to end tenancy for landlord's use of the property issued on March 31, 2015 is withdrawn by the landlord and of no force or effect.

The two month Notice to end tenancy for landlord's use of the property issued on April 10, 2015 is of no force and effect. The tenancy will continue until it is ended in accordance with the legislation.

The tenant's may deduct the \$50.00 filing fee from the next month's rent due.

This decision is final and binding and 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 30, 2015

---

Residential Tenancy Branch

