



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNL, MNDC

### Introduction

A hearing was conducted by conference call in the presence of the tenant applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally on the agent for the landlord (the secretary) at their head office on June 10, 2015. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided:

The issues to be decided are as follows:

- a.        Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated June 1, 2015 and setting the end of tenancy for August 15, 2015?
- b.        Whether the tenant is entitled to a monetary order and if so how much?

### Background and Evidence

The tenant rented another suite in the rental property in November 2013. In May 2015 he agreed to move upstairs as the landlord wanted to use the tenant's rental unit for her own purposes.. The tenancy agreement provided that the tenant(s) would pay rent of \$750 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$325 at the start of the tenancy.

### Grounds for Termination:

The two month Notice to End Tenancy sets the grounds as "The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse."

Analysis:

The two month Notice to End Tenancy identified the landlord as a corporation. The tenant's Application has identified the landlord as his building manager. The definition of landlord in the Act is broad enough to permit the tenant to do this.

The respondent landlord failed to attend the hearing and failed to provide evidence that there are sufficient grounds to end the tenancy. Further, it appears from the Notice that owner of the building is a corporation and not an individual. I determined the landlord failed to establish sufficient grounds to end the tenancy. I ordered that the two month Notice to End Tenancy dated June 1, 2015 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

The tenant seeks a monetary order in the sum of \$318.47. In support he produced a bill from B.C. Hydro stating he had to pay this sum. He testified he has to pay this sum because he moved upstairs. I determined the tenant failed to prove this claim. There is nothing on the account from hydro to identify what that sum is for. As a result the tenant's claim for a monetary order is 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: August 05, 2015

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Residential Tenancy Branch

