



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CANNAE HOLDINGS ULC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, RP, RR, FF

### Introduction

This hearing was convened by way of conference call in response to the tenants' application to cancel a Two Month Notice to End Tenancy for Landlords Use of the Property; for an Order for the landlord to make repairs to the unit, site or property; for an Order allowing the tenants to reduce rent for repairs services or facilities agreed upon but not provided; and to recover the filing fee from the landlord for the cost of this application.

The male tenant and an agent for the landlord (the landlord) attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Are the tenants entitled to an Order to cancel the Two Month Notice to End Tenancy?
- Are the tenants entitled to an Order for the landlord to make repairs to the unit?
- Are the tenants entitled to an Order allowing them to reduce rent for repairs agreed upon but not provided?

### Background and Evidence

The parties agreed that this tenancy started on July 01, 2013 and was linked to the tenants' employment with the landlord as a weekend relief manager. The tenants' employment was terminated on May 29, 2015 effective immediately. Rent for this unit is \$1,050.00 per month plus \$50.00 for parking. Rent is due on the 1<sup>st</sup> of each month in advance.

The landlord testified that they were aware they should serve the tenants with a One Month Notice to End Tenancy as the tenants' employment had ended and the rental unit is required for the new relief manager. The landlord decided to give the tenants a little more time to find alternative accommodation and so issued them with the Two Month Notice to End Tenancy. The landlord testified that this unit has always been used for the relief managers due to its location in the building; however, the landlord wishes to put in a phone and fax line and so checked the box on the Two Month Notice to state that the landlord intends to convert the rental unit for use by a caretaker, a manager, or superintendent of the residential property. The Notice has an effective date of August 31, 2015 and was served upon the tenants on June 26, 2015.

The tenant disputed the reason put on the notice and testified that the landlord has other units for the new manager to live in and testified that the landlord's reason in issuing this notice to be in bad faith with an ulterior motive and dishonest intent. The tenants seek to have the Notice cancelled.

A discussion took place between the Arbitrator and the parties in attendance concerning reaching an agreement to settle this matter. The landlord sought to reach a settlement; however, the tenant was unable to agree to the landlord's terms. Therefore no settlement agreement was reached.

The tenant testified that the landlord needs to put in laminate flooring in the tenants' unit to replace the carpet due to the tenant's health concerning allergies to the carpet. As the landlord has not done this the tenants seek an Order for the landlord to make repairs to the flooring and to allow the tenants to reduce their rent because repairs have not been made.

### Analysis

As the parties were unable to reach an agreement in settlement of the tenants' claims I have carefully considered all the evidence before me, including the sworn testimony of both parties. I find the reason given on the Two Month Notice to be invalid. The rental unit is already being used for the relief manager and does not require conversion to accommodate a telephone and fax line. If the landlord wanted to end the tenancy because the tenants' employment had ended the landlord should have served the tenants with a One Month Notice to End Tenancy and checked the reason that the rental unit is part of an employment arrangement that has ended and the unit is needed for a new employee. Consequently, I find the Two Month Notice must be cancelled. The landlord is at liberty to issue the tenant with a One Month Notice to End Tenancy in accordance with s. 47 of the *Act*.

With regard to the tenants' claims that the landlord will not replace the carpet in the unit for laminate flooring; there is no provision under the *Act* for me to Order a landlord to replace the flooring in a rental unit unless the flooring does not comply with the health, safety and housing standards required by law, or is in such a condition that would render the unit unsuitable for occupation by a tenant. The tenant testified that he

needed the flooring changed due to health reasons and not because it was in a poor condition. I cannot therefore issue an Order for the landlord to change the carpets to laminate flooring or to allow the tenants to reduce their rent because the carpet is not suitable. This section of the tenants' claim is therefore dismissed.

### Conclusion

The tenants' application to cancel the Two Month Notice is allowed. The Two Month Notice to End Tenancy for Landlords Use of the Property dated June 26, 2015 is cancelled and the tenancy will continue at this time.

As the tenants' claim has some merit I find the tenants are entitled to recover the filing fee of **\$50.00** from the landlord pursuant to s. 72(1) of the *Act*. The tenants may make a onetime reduction to recover the \$50.00 from their next rent payment when it is due and payable.

The reminder of the tenants' application is dismissed without leave to reapply.

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: September 14, 2015

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Residential Tenancy Branch

