



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Infinity Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with an application by the tenant seeking to have a 2 Month Notice to End Tenancy for Landlords Use of Property set aside. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about May 15, 2015 for a fixed term of one year. Rent in the amount of \$2000.00 is payable in advance on the fifteenth day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1000.00 and a pet deposit of \$1000.00. The landlord stated that the parties cancelled the original tenancy agreement and changed it to a month to month agreement. The landlord stated that since it is a month to month agreement, he is entitled to issue the two month notice to end tenancy. The landlord stated that they have issued the notice on the basis that they have the permits to demolish the property and redevelop it.

The tenant gave the following testimony:

The tenant stated that the fixed term tenancy agreement is still in place and that he has not signed or agreed to change the terms of the tenancy. The tenant stated that he called his municipality and was informed that a permit application has been requested by the landlord but as of yesterday, no permit to demolish has been issued.

Analysis

When a landlord issues a notice to end tenancy, the landlord bears the responsibility to provide sufficient evidence to support the basis of issuing it. The landlord has issued a Two Month Notice to End Tenancy for Landlords Use of Property on the grounds that “the landlord has all the necessary permits and approvals required by law to demolish the rental unit or repair the unit in a manner that requires the rental unit to be vacant”.

The landlord has not submitted any supporting documentation in regards to permits or approvals for this hearing. Based on the insufficient evidence before me, I set aside the notice to end tenancy.

The tenant has been successful in his application. The tenant is entitled to the recovery of the \$50.00 filing fee. The tenant is entitled to a one time reduction of \$50.00 from the rent payable for November 15, 2015.

Conclusion

The Two Month Notice to End Tenancy for Landlord's Use of Property dated August 5, 2015 is set aside, it is of no force or effect. The tenancy continues.

The tenant is entitled to deduct \$50.00 from the rent due on November 15, 2015.

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: October 26, 2015

Residential Tenancy Branch

