



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on November 2, 2015. The Tenant filed seeking an order to cancel a 1 Month Notice to end tenancy for cause and to recover the cost of his filing fee from the Landlord.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

On November 2, 2015 the Tenant submitted the 2 page Notice to end tenancy and a copy of a letter she wrote to the Landlord as evidence to the Residential Tenancy Branch (RTB) along with her application. The Landlord confirmed receipt of these documents and no issues regarding service or receipt were raised. As such, I accepted the Tenant's submission as evidence for these proceedings.

No documentary evidence was submitted by the Landlord in response to the Tenant's application.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Has the Landlord submitted sufficient evidence to uphold the 1 Month Notice issued October 25, 2015?

Background and Evidence

The parties entered into a written tenancy agreement that began on December 1, 2013 and switched to a month to month tenancy six months later. Rent began at \$850.00 per month and as of October 1, 2015 the rent was reduced to \$800.00 per month. On or

before December 1, 2013 the Tenant paid \$225.00 as the security deposit plus \$425.00 as the pet deposit.

On October 25, 2015 the Landlord personally served the Tenant a 1 Month Notice to end tenancy for cause listing an effective date of November 30, 2015. The following reason was selected for ending the tenancy:

Rental unit/site must be vacated to comply with a government order

The Landlord testified that he received a letter from the City telling him that he had to remove the fridge and the stove from the Tenant's rental suite because he was not allowed to have multiple suites in the house. The Landlord stated that he issued the Tenant the Notice to end tenancy because he had to comply with the City's orders.

To support the reasons why the Landlord issued the Notice, he read a letter into evidence stating that the letter had been written on October 3, 2015 and was typed onto the City letterhead. That letter is summarized as follows: the letter advises the Landlord that an inspection was required of the property to ensure that it was in compliance with the by-laws. The letter explained the City's authority to enter the property for the purpose of an inspection; it provided that it was an offense to refuse the City's employee's access to inspect the property; and that the inspection was required to determine if the Landlord was abiding by the applicable by-laws.

The Tenant testified that although she is trying to find alternate accommodations she wished to proceed with her application to dispute the Notice as per her letter provided in her evidence. The Tenant's letter stated that the City letter was not an official government order and could not be used to issue her an eviction notice. It further stated that the Tenant had no problems letting the City staff into the property to conduct an inspection.

Analysis

Upon review of the 1 Month Notice to End Tenancy, I find the Notice to be completed in accordance with the requirements of section 52 of the Act. I further find that the Notice was served upon the Tenant in a manner that complies with section 88 of the Act.

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove the tenancy should end for the reason(s) indicated on the Notice.

There was no evidence before me that the Landlord had been issued a government order from the City. Rather, I determined that the letter the Landlord read into evidence was nothing more than a letter informing the Landlord that: the City staff would be conducting an inspection of his property; advising the Landlord the City's authority to conduct such an inspection; and informing the Landlord that it was an offense for the Landlord to refuse the inspectors access.

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities, I find that the Landlord submitted insufficient evidence that the rental unit or site must be vacated to comply with a government order. Therefore, I grant the Tenant's application for Dispute Resolution and order the 1 Month Notice issued October 25, 2015 cancelled.

Section 72(1) of the Act stipulates that the director may order payment or repayment of a fee under section 59 (2) (c) [*starting proceedings*] or 79 (3) (b) [*application for review of director's decision*] by one party to a dispute resolution proceeding to another party or to the director.

The Tenant has succeeded with their application; therefore, I award recovery of the **\$50.00** filing fee, pursuant to section 72(1) of the Act.

Conclusion

The Tenant was successful with her application and the 1 Month Notice issued October 25, 2015 has been cancelled. The Tenant was awarded recovery of her \$50.00 filing fee.

The Tenant may deduct the one time award of \$50.00 from her next rent payment as full satisfaction of the award, pursuant to section 72(2) of the *Act* or the Tenant may choose to collect the \$50.00 directly from the Landlord by serving them the enclosed Monetary Order.

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: January 08, 2016

Residential Tenancy Branch

