



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, O

Introduction

This Hearing dealt with the Tenant's Application for Dispute Resolution made December 15, 2015 seeking "other" orders. On December 29, 2015, the Tenant amended his Application to add a request to cancel a *2 Month Notice to End Tenancy for Landlord's Use of Property* issued December 28, 2015 (the "Notice").

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The Tenant named one of the three Landlords (SJ) on his Application for Dispute Resolution. It was determined that the Tenant mailed the Notice of Hearing documents to the Landlord SJ, by registered mail.

The Landlord did not provide any documentary evidence.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

On December 13, 2015, the Landlord SK-K provided the Tenant with a letter "Re: Notice to Vacate the Place". The Tenant submitted that the letter was not a valid notice to end the tenancy.

On December 28, 2015, the Tenant received a Notice to End Tenancy for Landlord's Use. A copy of the Notice was provided in evidence.

The Notice alleges the following reason for ending the tenancy:

A family corporation owns the rental unit and it will be occupied by an individual who owns, or whose close family members own, all the voting shares.

The Landlord SK-K testified that he and his family are moving into the rental unit. He stated that he has given notice to his current landlord. SK-K stated that the Tenant has not yet paid rent for February, 2016. SK-K stated that there are 3 other occupants in the rental unit who have agreed to move out, but the Tenant will not agree.

The Tenant stated that he is waiting for the outcome of the Hearing before paying rent for February. He repeated that he does not want to move out of the rental unit and submitted that the Notice is not a valid notice to end the tenancy. The Tenant provided a copy of a land title search dated January 21, 2016, which provides the names of the registered owners of the rental unit.

Analysis

When a landlord seeks to end a tenancy, the landlord must prove that the tenancy should end for the reason provided on the notice to end the tenancy. Based on the oral testimony and documentary evidence provided, I find that the Notice is not a valid notice to end the tenancy. The land title search indicates that the rental unit owned by the three Landlords and not by a family corporation.

The Landlords are at liberty to issue another notice to end the tenancy with the correct reason given on the notice, should they choose to do so. It will remain the Landlords' responsibility to provide sufficient evidence to support the new notice if the Tenant seeks to have it cancelled, or the Landlords seek an Order of Possession.

Conclusion

The Notice to End Tenancy issued December 28, 2015, is cancelled and the tenancy remains in full force and effect.

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: February 04, 2016

Residential Tenancy Branch

