



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL

Introduction

This was a hearing with respect to the tenants' application to cancel a one month Notice to End Tenancy and to correct a two month Notice to End Tenancy for landlord's use. The hearing was conducted by conference call. The tenants and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Should the one month Notice to End Tenancy dated December 29, 2015 be cancelled?
Should the two month Notice to End Tenancy for landlord's use be amended?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Delta. The tenancy began on November 1, 2012. The monthly rent is \$750.00 and the tenants paid a security deposit of \$375.00 before the start of the tenancy.

The City of Delta inspected the rental unit December and ordered the landlord to make upgrades to the rental unit. The landlord was directed to end the tenancy and perform the required upgrades. The landlord first served the tenants with a one month Notice to End Tenancy for cause dated December 29, 2015. The Notice claimed that the rental unit must be vacated to comply with a government order. The Notice required the tenants to move out by February 1, 2016.

On January 4, 2016 the landlord gave the tenants a second Notice to End Tenancy, a two month Notice for landlord's use. The Notice was given because the landlord requires the unit to be vacant in order to make repairs. The Notice to End Tenancy required the tenants to move out of the rental unit by February 29, 2016.

The tenants do not object to the two month Notice to End Tenancy, but they disagree with the date when the Notice requires them to move out of the rental unit. The tenants claimed that the Notice to End Tenancy should require them to move out on April 1, 2016.

Analysis

The tenancy began on November 1, 2012. The Notice to End Tenancy therefore should operate to end the tenancy on the last day of the month. The one month Notice to End Tenancy for cause has been replaced by a two month Notice to End Tenancy. I therefore order that the one month Notice dated December 29, 2015 be cancelled.

The two month Notice to End Tenancy was given on January 4, 2016. The effective date of the Notice to End Tenancy should therefore be March 31, 2016.

The tenants do not dispute the Notice to End Tenancy and I find that the landlord is entitled to an order for possession effective March 31, 2016 after service on the tenants. This order may be registered in the Supreme Court and enforced as an order of that Court.

Conclusion

The tenants' application has been allowed in part and the landlord has been granted an order of possession effective March 31, 2016. The tenants did not pay a filing fee for their application and I make no order with respect to a filing fee,

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 16, 2016

Residential Tenancy Branch

