



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Living Midtown 2 Development Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

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

Issue(s) to be Decided

Should the Notice to End Tenancy for landlord's use dated January 29, 2016 be cancelled?

Background and Evidence

The rental unit is a second floor suite in a house in Vancouver. The named tenant is a non-profit society. The society rented the unit for occupation as a residence by a pastor and his family who are employed by the society as volunteer workers. The unit is rented on a month to month basis.

The landlord served the tenant with a two month Notice to End Tenancy for landlord's use. The Notice is dated January 29, 2016 and it requires the tenant to move out of the rental unit by March 31, 2016. The stated reason for the Notice to End Tenancy is that the rental unit will be occupied by the landlord, the landlord's spouse or a close family member of the landlord.

The landlord, a corporation is the recent purchaser of the rental property. It intends to demolish the rental property and construct a new building on the land. The landlord said in its written submissions that it planned to use the rental property as a sales office to pre-sell units in the new development before the building is demolished to make way for the re-development.

I was advised by the landlord at the hearing that there was an earlier hearing with respect to another rental unit in this rental property involving the same parties as landlord and tenant and in the earlier proceeding the parties agreed to a settlement of

the dispute whereby the tenant agreed to move out of the rental unit upon certain conditions and the landlord was given an order of possession.

In the case before me the tenant was not agreeable to the landlord's settlement proposal. At the hearing the landlord's representative acknowledged that the Notice to End Tenancy given to the tenant was invalid because it had been given by a corporate landlord and the rental unit would not be occupied by a person, but was planned to be used for business purposes.

Analysis

The landlord has not established that the rental unit will be used for the purpose stated in the Notice to End Tenancy. The landlord's representative acknowledged that the Notice is invalid and the landlord will have to serve the tenant with a Notice ending the tenancy on other grounds. I therefore allow the tenant's application and I order that the Notice to End Tenancy dated January 29, 2016 be, and is hereby cancelled. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*.

The tenant is entitled to recover the \$100.00 filing fee paid for this application and I grant the tenant an order under section 67 in the amount of the \$100.00 filing fee. This order may be registered in the Small Claims Court and enforced as an order of that court. Rather than enforcing the order, the tenant may deduct the sum of \$100.00 from a future instalment of rent payable to the landlord.

Conclusion

The tenant's application has been allowed. The Notice to End Tenancy has been cancelled.

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: March 24, 2016

Residential Tenancy Branch

