



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, O, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

I note that Section 55 of the *Residential Tenancy Act (Act)* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 67, and 72 of the *Act*.

Should the tenant be unsuccessful in seeking to cancel the 1 Month Notice to End Tenancy for Cause it must also be decided if the landlord is entitled to an order of possession pursuant to Section 55(1) of the *Act*.

### Background and Evidence

The parties agree the tenancy began in 2007 for a current monthly rent of \$997.00 due on the 1<sup>st</sup> of each month. The parties also agree that as a result of a previous dispute resolution decision the tenant is currently paying rent in the amount of \$47.00 per month.

The parties agree the landlord issued, on February 25, 2016, to the tenant a 1 Month Notice to End Tenancy for Cause. The tenant submitted into evidence a copy of the 1 Month Notice with an effective vacancy date of March 31, 2016 citing that the rental unit

must be vacated to comply with a government order. The landlord confirmed that he did not sign the Notice to End Tenancy.

The landlord submitted into evidence a letter dated July 14, 2015 from local authorities outlining a number of building, plumbing, electrical, and fire prevention violations. The letter states:

“Notwithstanding any order that may have already been given, you are hereby directed to take the following action:

1. Retain a certified Electrician to conduct an electrical safety survey and load calculation of the structure(s) and correct any and all deficiencies by August 17, 2015. \*Please note – electrical permits and follow-up inspection will be required.
2. Repair and/or install the fire prevention equipment and other required measures to ensure occupants safety in the event of a fire by August 17, 2015. \*Please note – the Fire Inspector is willing to work with you to develop a Fire Safety Plan.
3. Make application for and obtain the building, plumbing, and/or electrical permits required to return this property to a permitted use by October 30, 2015.”

Once the required building, plumbing, and/or electrical permits are approved and issued, they are considered valid for a period of 1 year. This should allow you suitable time within which to have the required work completed, and pass a final inspection.

FAILURE TO COMPLY WILL RESULT IN THE ISSUANCE OF FINES, THE PLACING OF A NOTICE ON THE LAND TITLE, AND/OR FURTHER LEGAL ACTION.”

The landlord stated that he also had a conversation with the author of the above noted letter and he verbally stated that he would have the tenant vacate the rental unit.

The landlord explained that he did not evict the tenant right away because there was some delay in receiving the letter until the fall of 2015. He then stated that he didn't issue the Notice in the fall to allow the tenant time to save up to prepare to move out.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority.

Based on the letter of July 14, 2015 submitted into evidence, I find the landlord has not presented any evidence that he has been ordered by local authorities to have the rental unit vacated. In fact, I find the letter specifically outlines only what the landlord must do to ensure the residential property is brought up to current codes. The letter also states the consequences should he failed to bring the property to code but it does not state at any time that the rental unit must be vacated or if it is not what the consequences would be to the landlord.

As such, I find the landlord has failed to provide sufficient evidence that he has cause to end this tenancy.

In addition, I find the 1 Month Notice to End Tenancy issued by the landlord does not comply with the requirement of Section 52 of the Act to have the Notice signed by the landlord. Section 52 requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice, state the grounds for ending the tenancy; and be in the approved form.

### Conclusion

Based on the above, I cancel the 1 Month Notice to End Tenancy for Cause issued by the landlord on February 25, 2016 and order the tenancy remains in full force and effect.

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$100.00** comprised of the fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: April 19, 2016

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Residential Tenancy Branch