



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, MNDC, MNSD, OLC, PSF, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside two notices to end tenancy for landlord's use of property and for cause. The tenant also applied for compensation, for the return of the security deposit, for the landlord to comply with the *Act* and provide services and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The landlord did not file any documents to support the notices to end tenancy. The only evidence in front of me was a copy of the notice to end tenancy for cause, filed into evidence by the tenant.

During the hearing the tenant withdrew all portions of her application except to cancel the notices, for the landlord to comply with the *Act* and for the recovery of the filing fee.

Issue to be Decided

Does the landlord have reason to end the tenancy?

Background and Evidence

The tenancy began on May 01, 2016. The rent is \$1,150.00 due on the first of each month. On June 16, 2016, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. The tenant applied to dispute the notice in a timely manner.

After a hearing date was set, on July 01, 2016, the landlord served the tenant with the second notice to end tenancy for cause. The reason for the notice was that the rental unit had to be vacated to comply with a government order. The landlord stated that she had received a letter from the City regarding upgrading the rental unit to code.

The landlord did not file a copy of this letter into evidence and did not provide any information on whether the work would require the unit to be vacant. The landlord agreed that at the time she served the notice, she did not have any building permits in hand.

Analysis

Section 49(6)(b) of the Act, pursuant to which the notice to end tenancy was issued, provides as follows:

49(6) A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

49(6)(b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;

In this case, I find that the landlord did not file sufficient evidence or provide adequate testimony to support her reasons for the notices to end tenancy. Accordingly, I set aside the notices and the tenancy will continue.

Since the tenant has proven her case, she is entitled to the recovery of the filing fee. The tenant may make a onetime deduction of \$100.00 from a future rent.

Conclusion

The notices to end tenancy are set aside and the tenancy will continue.

The tenant may make a onetime deduction of \$100.00 from a future rent.

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: August 05, 2016

Residential Tenancy Branch