



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1030015 B.C. Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, RP, O, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy and for an order to make repairs. The hearing was conducted via teleconference and was attended by one of the tenants.

The tenant provided documentary evidence to confirm each named respondent was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on August 29, 2016 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed. However, the tenant testified that she had confirmed tracking information showing the landlord received the package on September 1, 2016.

Based on the testimony of the tenant, I find that each landlord has been sufficiently served with the documents pursuant to the *Act*.

I note that while the tenant had submitted her Application for Dispute Resolution seeking to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property and repairs to the rental unit on August 12, 2016 she did not submit a copy of a 2 Month Notice with her Application or any evidence until September 16, 2016.

On that date she submitted an Amendment to an Application for Dispute Resolution and a copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property issued on September 2, 2016. In the Amendment the tenant sought to include the 2 Month Notice received on September 3, 2016 and a monetary claim of \$42.55 for the cost of "registered mailings". I accept the tenant's Amendment to include both Notices to End Tenancy. As the *Act* does not allow for the recovery of registered mail costs for pursuing claims I have not accepted the Amendment for the tenant's monetary claim.

At the outset of the hearing the tenant clarified that she had received the first 2 Month Notice to End Tenancy for Landlord's Use of Property in August and had submitted her original Application based on that Notice and later received the second Notice. I ordered the tenant to fax into evidence a copy of the first 2 Month Notice.

I note that Section 55 of the *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 an order requiring the landlord to make repairs to the rental unit; to cancel a 2 Month Notice to End Tenancy for Landlord's Use and to recover the filing fee and registered mail costs from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 49, 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 tenant submitted into evidence the following relevant documents:

- A copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property issued on September 2, 2016 with an effective vacancy date of November 30, 2016 citing that the rental unit will be occupied by the landlord or the landlord's close family member. There is a handwritten notation on the Notice that states the landlord's mother will be moving in to the rental unit on December 1, 2016;
- A copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property issued in August 2016, with no specific date noted on the Notice with an effective vacancy date of September 30, 2016 citing the landlord has all the necessary permits and approvals required by law to demolish the rental unit or renovate or repair the rental unit in a manner that requires the rental unit to be vacant.

The tenant also submitted that the previous owner/landlord had installed a new door to the rental unit but that it was never completed and the interior of the rental unit is exposed to the outside. The tenant seeks an order to have the landlord complete the repairs to the external door of the rental unit.

### Analysis

Section 49(3) of the *Act* allows a landlord who is an individual to end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit. Section 49(6) allows a landlord to end a tenancy to demolish or renovate the rental unit in a manner that requires the unit to be vacant.

As a result of the failure of the landlord to attend this hearing and present evidence in regard to either of the two 2 Month Notices to End Tenancy for Landlord's Use of Property, I find the landlord has not established any reason allowed under the *Act* to end the tenancy.

Section 32(1) of the *Act* requires the landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety, and housing standards required by law and having regard to the age, character and location of the rental unit make it suitable for occupation by a tenant.

Based on the tenant's undisputed testimony that the exterior door to the rental unit requires repairs I order the landlord must complete the repairs to ensure the door is weatherproofed and there is no exposure to the outside from the interior of the rental unit no later than October 29, 2016.

Should the landlord fail to comply with this order the tenant is at liberty to file a new Application for Dispute Resolution seeking compensation and or a rent reduction.

#### Conclusion

Based on the above, I cancel both 2 Month Notices to End Tenancy for Landlord's Use of Property and find the tenancy remains in full force and effect.

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$100.00** comprised of the fee paid by the tenant for this application. I order the tenant may deduct this amount from a future rent payment in satisfaction of this compensation.

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: October 18, 2016

---

Residential Tenancy Branch

