

## **DECISION**

Dispute Codes CNL, FF

### Introduction

This matter dealt with an application by the Tenants to cancel a Notice to End Tenancy for the Landlord's use of the property and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on March 16, 2017. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absence.

### Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on May 1, 2014 as a month to month tenancy. Rent is \$950.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$425.00 at the start of the tenancy.

The Tenant said he believes the Landlord may be trying to sell the property and that is why the Landlord issued the Notice to End Tenancy for Landlord's use of the property. The Tenant continued to say he phoned the city and no permits have been issued to do any work on the property. The Tenant said they want to continue the tenancy and they do not believe the Landlord's Notice to End Tenancy is justified.

### Analysis

The Landlord did not attend the hearing nor did the Landlord provide any evidence to support the Notice to End Tenancy for Landlord's use of the property. I find the Landlord's Notice to End Tenancy is not supported by testimony or evidence. Further, I accept the Tenant's testimony that there are no permits to do any renovations on the rental property issued by the city. Therefore I find for the Tenant and I order the Notice to End Tenancy for Landlord's Use of the Property dated March 1, 2017 is cancelled.

As the Tenant has been successful in this matter I further order the Tenant to recover the \$100.00 filing fee for this proceeding by deducting it from the next rent payment. The next rent payment is adjusted to \$850.00.

Conclusion

I order the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated March 1, 2017 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

The next rent payment is adjusted to \$850.00 so that the Tenant can recover the filing fee of \$100.00 for this proceeding from the Landlord.

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 11, 2017.

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Residential Tenancy Branch