



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes AS, CNC

This hearing dealt with the tenants' application under the *Residential Tenancy Act* (the *Act*).  
The tenant applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties acknowledged receipt of the other parties' documentary evidence.

## Preliminary Issue

RTB Rule of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so; the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

I advised both parties that the central issue at this hearing was whether this tenancy was continuing. The remaining portions of the tenant's Application are unrelated to the Application to cancel the 1 Month Notice. At the conclusion of this hearing, I advised both parties that the remaining portions of the tenant's Application was dismissed with leave to reapply. Both parties indicated that they understood.

## Issues to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

## Background and Evidence

The tenancy began on or about November 1, 2014. Rent in the amount of \$1600.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$800.00.

The landlords' agent provided the following. The landlord issued a Two Month Notice to End Tenancy for Landlords Use of Property on March 27, 2017 with an effective date of May 31, 2017; the landlord wishes to conduct extensive renovations to this unit and wants the tenant to move out. The landlords' agent stated that the landlord has not issued a One Month Notice to End tenancy for Cause.

The tenant gave the following testimony. The tenant testified that the landlord is acting in "ill faith". The tenant testified that he didn't receive a One Month Notice to End Tenancy for Cause but thought he should file an application for the "threat" of his tenancy ending. The tenant testified that he has filed another application to challenge the Two Month Notice to End Tenancy and that hearing is in May.

### Analysis

After much discussion and after hearing from each party, it became clear to me that there was extensive confusion amongst the parties, and that a One Month Notice to End Tenancy for Cause was not issued at any time; accordingly, I need not make any findings in that regard. The tenant has leave to reapply to seek an order to allow him to sublet his unit.

### Conclusion

The tenant is granted leave to reapply to seek an order to allow him to sublet his unit.

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