



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with the tenant's application under the *Residential Tenancy Act* (the *Act*) to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were in attendance, I confirmed that there were no issues with service of the landlord's 1 Month Notice, the tenant's application for dispute resolution or either party's evidentiary materials. The parties confirmed receipt of one another's materials. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice, the landlord with the tenant's application for dispute resolution and both parties with their respective evidence.

Issue(s) 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 parties testified that this month-to-month tenancy began sometime in 2014. The current monthly rent is \$550.00 payable on the first of each month. A security deposit of \$250.00 was provided at the start of the tenancy and is still held by the landlord. The rental unit is the basement suite of a detached home.

The landlord testified that the reasons provided for ending the tenancy on the 1 Month Notice are not correct. The landlord said she has no knowledge of the tenant engaging in illegal activities or unreasonably disturbing other occupants. The landlord testified that the reason she intends to end the tenancy is because she plans to renovate the rental unit and list the property

for sale. The landlord says that she has discussed the plans with the tenant but the tenant has been uncooperative.

Analysis

Section 46 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the 1 Month Notice.

I find that the landlord has not provided sufficient evidence to support the reasons provided on the 1 Month Notice for ending the tenancy. The landlord has testified that the reason she seeks to end the tenancy is to renovate the rental unit and sell the property. Renovations and sale of property are not reasons for which a tenancy may be ended for cause. Consequently, I allow the tenant's application to cancel the 1 Month Notice. The Notice is of no force or effect.

Conclusion

The tenant's application to cancel the 1 Month Notice is allowed. The 1 Month Notice is of no continuing force or effect. This tenancy continues until ended in accordance with the *Act*.

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: May 4, 2017

Residential Tenancy Branch