



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

On May 10, 2017, the Tenants submitted an Application for Dispute Resolution asking to cancel a 2 Month Notice to End Tenancy for Landlord Use of Property (“the Two Month Notice”).

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Other than a copy of a 2 Month Notice To End Tenancy For Landlord’s Use Of Property dated April; 29, 2017, no documentary evidence was submitted by either party. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant, Ms. K.P. testified that she moved into the rental unit on July 1, 2016, but the Landlord did not add her to the tenancy agreement until January 2017. The Tenant testified that she pays rent to the Landlord by cheque and in cash. The Tenant testified that she received the 2 Month Notice in the mailbox of the rental unit on June 30, 2017.

The Landlords agent, Mr. B.B. submitted that he acknowledges the applicant named S.R. is a Tenant, but does not believe Ms. K.P. is a Tenant.

Neither party provided a copy of a written tenancy agreement. Mr. B.B. did not provide any documentation authorizing him to act on behalf of the Landlord.

Based on the strength of the parties testimony, I find that Ms. K.P. is a Tenant of the rental unit, and Mr. B.B. is an agent for the Landlord.

Issues to be Decided

- Should the 2 Month Notice to End Tenancy be cancelled?
- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord and Tenant both testified that the tenancy began on July 1, 2017, and is a month to month tenancy. Rent in the amount of \$2,000.00 is to be paid on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$1,000.00.

The Landlord's agent testified that the Landlord issued a 2 Month Notice To End Tenancy For Landlord's Use Of Property dated April 29, 2017.

The reason for ending the tenancy in the 2 Month Notice states:

The Landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant.

The 2 Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 15 days after it is assumed to be received by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenants disputed the 2 Month Notice on May 10, 2017.

The Landlord's agent testified that the Landlord wants to demolish the rental unit.

In response, the Tenant submitted that she asked the Landlord for evidence of permits to prove that he is planning to demolish the rental unit and the Landlord would not respond to her requests. The Tenant does not believe the Landlord intends to demolish the rental unit.

Analysis

Residential Tenancy Branch Policy Guideline #2 Good Faith Requirement when ending a Tenancy provides information regarding good faith when a Landlord ends a tenancy for Landlord's use of property.

The Guideline states that the Act allows a Landlord to end a tenancy if the Landlord intends in good faith to substantially renovate or demolish the rental unit, with all required permits and approvals. A claim of good faith requires honesty of intention with no ulterior motive. The Landlord must intend the use the rental unit for the purpose stated on the Notice.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant disputed the Notice on May 10, 2017, which is within the required timeframe to dispute the Notice.

The Notice states that the Landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant.

The Tenant raised the issue of good faith and the Landlord did not provide any documentary evidence to support his testimony that he has the necessary permits required by law to demolish the rental unit.

There is insufficient evidence from the Landlord to support the reason to end the tenancy.

The 2 Month Notice to End Tenancy For Landlord's Use Of Property dated April 29, 2017, is set aside. The tenancy will continue until ended in accordance with the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution. I grant authority to the Tenants to withhold \$100.00 from one (1) future rent payment.

Conclusion

The Tenant's Application to cancel the 2 Month Notice To End Tenancy For Landlord's Use Of Property dated April 29, 2017, is granted. The 2 Month Notice is set aside.

The tenancy will continue 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: June 20, 2017

Residential Tenancy Branch