



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Complete Residential Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes** CNL; OLC; FF

### **Introduction**

This is the Tenant's Application for Dispute Resolution made July 6, 2017, seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use issued June 21, 2017 (the "Notice"); for unspecified orders that the Landlord comply with the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

Both parties attended the Hearing and gave affirmed testimony.

The Tenant testified that he served the Landlord with the Notice of Hearing documents by registered mail, sent July 14, 2017. The Tenant gave the tracking number for the registered documents. It was determined that each party served the other with copies of their documentary evidence.

The Tenant's Application for Dispute Resolution does not provide details with respect to what section(s) of the Act, regulation or tenancy agreement for which he is requesting the Landlord's compliance. Therefore, this portion of his Application is dismissed.

### **Issue(s) to be Decided**

Should the Notice be cancelled?

### **Background and Evidence**

This tenancy began on July 15, 2005. At the beginning of the tenancy, rent was \$650.00 per month, due on the first day of each month. Rent did not include parking, for which the Tenant paid \$10.00 per month. Current rent is \$876.00.

A copy of the Notice was provided in evidence. The Tenant acknowledged receipt of the Notice on June 21, 2017.

The Landlord's agent WA testified that at the time the Notice was issued, the Landlord was not aware that the Landlord would require the City's approval of the Landlord's plans to renovate the rental unit.

### **Analysis**

The Notice gives the following reason for ending the tenancy:

"The landlord **has all 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."

[My emphasis added]

The Landlord's agent WA acknowledged that at the time the Notice was issued, the Landlord did not have the required approval from the City to renovate the rental property. I find that the Notice was issued prematurely and is not a valid notice to end the tenancy. Therefore, **the Notice is cancelled.**

The Tenant has been successful in his Application to cancel the Notice and I find that he is entitled to recover the cost of the **\$100.00** filing fee from the Landlord.

### **Conclusion**

The Two Month Notice to End Tenancy for Landlord's Use issued June 21, 2017, is cancelled. **The tenancy will continue until it is ended in accordance with the provisions of the Act.**

Further to the provisions of Section 72 of the Act, **the Tenant may deduct \$100.00, representing recovery of the filing fee, from future rent due to 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: September 22, 2017

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Residential Tenancy Branch