



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This is a joinder application. Each of the tenants have filed an Application for Dispute Resolution that seek the following:

- a. An order to cancel the two month Notice to End Tenancy dated August 1, 2017 and setting the end of tenancy for November 1, 2017.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicants and in the absence of a representative of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the landlord served the 2 month Notice to End Tenancy on the tenant DS on August 3, 2017. The tenant DM was not home at the time and the landlord gave the 2 month Notice to End Tenancy to the Tenant DS. DS served DM on August 6, 2017.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail. I find that both Applications for Dispute Resolution/Notice of Hearing was served on the landlord by mailing by registered mail to the address for service set out in the Notice to End Tenancy which is presumably where the landlord carries on business. I determined the documents were sufficiently served even though they were returned by Canada Post.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether each of the tenants is entitled to an order cancelling the two month Notice to End Tenancy dated August 1, 2017?
- b. Whether each of the tenants is entitled to recover the cost of the filing fee?

Background and Evidence

The rental property is a 4-plex. DM moved into her rental unit in 2005. The present rent is \$800 a month. She paid a security deposit of \$400 at the start of the tenancy. The tenancy with DS moved into his rental unit in December 2014. The present rent is \$725. He and his roommate each paid a security deposit of \$181.25.

Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- 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

Analysis:

The landlord has the burden of proof to establish sufficient cause to end the tenancy on a balance of probabilities. The tenants testified they checked with the Municipality after the service of the Notice to End Tenancy and the landlord had not applied for any permits or approvals. The landlord failed to attend the hearing and failed to provide evidence to establish that the rental unit needs to be vacant to do the renovation work the landlord intends to carry out. Further, the landlord has talked to the tenants indicating he wants to raise the rent by a significant amount and it would appear the landlord is not acting in good faith..

I determined the landlord has failed to establish sufficient cause to end the tenancy.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy. As a result I ordered that the 2 month Notice to End Tenancy served on each of the Tenants be cancelled. The tenancies shall continue with the rights and obligations of the parties remaining unchanged.

As the tenants have been successful I further order that the landlord pay each of the Tenants the sum of \$100 for the cost of the filing fee. Each of the tenants is entitled to deduct this sum from future rent.

This decision is final and binding on the parties.

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 26, 2017

Residential Tenancy Branch