



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BILL JACKSON
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This matter dealt with an application by the Tenant to cancel a 2 Month Notice to End Tenancy for Landlord's Use of the Property.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on April 12, 2018. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started on August 1, 2015 as a month to month tenancy. Rent is \$500.00 per month payable on the 1st day of each month. The Tenant was not required to pay a security deposit. The Tenant said no move in condition inspection report was completed on move in.

The Landlord said that he issued a 2 Month Notice to End Tenancy dated April 30, 2018 by personal delivery by his agent on April 30, 2018. The effective vacancy date on the Notice to End Tenancy is July 1, 2018. The Landlord said the reason for the Notice to End Tenancy is that he is demolishing the rental unit to build a new structure. The Landlord said he is in the process of obtaining a demolition permit and then a building permits.

The Arbitrator asked the Landlord if he has a demolition permit. The Landlord said he has applied for one but does not have the permit as of yet.

The Tenant said she thought this rental was a long term arrangement and she does not want the tenancy to end. The Tenant continued to say if the Landlord does not have a demolition permit then the reason on page two of the 2 Month Notice to End Tenancy for Landlord's Use of the Property is not valid.

The Landlord said he understands now that he has to have the demolition permit before he issues the Notice to End Tenancy. The Landlord said he has the zoning approved now and he thinks he will be able to get a demolition permit in a month or so.

The parties were offered an opportunity to settle this dispute. The Tenant declined the settlement opportunity and said she would like a decision on this Notice to End Tenancy and she would wait for another Notice to End Tenancy when the Landlord has a demolition permit.

Analysis

As the Landlord said he does not have a demolition permit or other corroborative evidence to validate the reason on the 2 Month Notice to End Tenancy for Landlord's Use of the Property; I find the Tenant has established grounds to have the 2 Month Notice to End Tenancy for Landlord's Use of the Property cancelled. I find for the Tenant and the 2 Month Notice to End Tenancy for Landlord's use of the Property dated April 30, 2018 is cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

Conclusion

I order the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated April 30, 2018 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

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 22, 2018.

Residential Tenancy Branch