



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC MUSLIM ASSOCIATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49.

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. The corporate landlord was represented by its agent NS (the "landlord").

As both parties were in attendance service of documents was confirmed. The tenant confirmed receipt of the 2 Month Notice on March 1, 2018. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence on March 12, 2018. The landlord testified that they had not submitted any evidence. Based on the undisputed testimonies of the parties I find that the tenant was served with the 2 Month Notice and the landlord was served with the tenant's application and evidence in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

The parties agreed on the following facts. This tenancy began in or about 2006. The current monthly rent is \$600.00. The rental unit is a detached home situated on property adjacent to a mosque owned and operated by the landlord.

The parties alluded in their testimonies to past discussions regarding ending this tenancy which did not result in an agreement. The landlord testified that they issued the 2 Month Notice as they want to allow the Imam for the mosque to reside in the rental

unit. The 2 Month Notice issued to the tenant provides the reason for the notice as: The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.

### Analysis

Section 49 of the *Act* provides that upon receipt of a notice to end tenancy for landlord's use, the tenant may, within 15 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, on a balance of probabilities, the grounds for the 2 Month Notice.

The landlord testified that the property would be used to house the Imam for the mosque. The landlord provided no documentary evidence in support of their submission. I find that landlord's submission to be weak and unconvincing. They provided little details of their plan, did not provide documentary evidence nor did they call the Imam as a witness.

Furthermore, I find the description of the role of the Imam as a spiritual and community leader to not meet the commonly understood definition of "caretaker, manager or superintendent of the residential property". Consequently, as I find that the landlord has not shown, on a balance of probabilities, that the rental unit will be used for the purpose stated in the 2 Month Notice, the 2 Month Notice is cancelled.

### Conclusion

The tenants' application to cancel the 2 Month Notice is allowed. The 2 Month Notice is of no continuing force or effect. This tenancy will continue until ended according to 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 28, 2018

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Residential Tenancy Branch