



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, OPL

Introduction

This hearing dealt with cross applications filed by the parties. On July 13, 2018, the Tenants applied for a Dispute Resolution proceeding seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "Act") and seeking an Order for the Landlord to Comply pursuant to Section 62 of the *Act*.

On July 19, 2018, the Landlords applied for a Dispute Resolution proceeding seeking an Order of Possession for a Two Month Notice to End Tenancy for Landlord's Use of Property pursuant to Section 49 of the *Act*.

The Tenants attended the hearing; however, the Landlords did not make an appearance during the 25-minute conference call. The Tenants provided a solemn affirmation.

The Tenants advised that they served the Landlords with the Notice of Hearing package and evidence by registered mail on July 23, 2018 and stated that they signed for the package. Based on this undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlords were served with the Notice of Hearing package and evidence on July 24, 2018, the date they signed for this package.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

Issue(s) to be Decided

- Are the Tenants entitled to have the Notice cancelled?
- If the Tenants are unsuccessful in cancelling the Notice, are the Landlords entitled to an Order of Possession?
- Are the Tenants entitled to an Order for the Landlords to comply?

Background and Evidence

The Tenants stated that the most current tenancy agreement started on July 1, 2017. Rent was established at \$1,000.00 per month, due on the first day of each month. The Tenants paid a security deposit of \$500.00.

The Tenants stated that the Landlords served the Notice by posting it on their door on June 30, 2018 and they received the Notice the same day. The reason the Landlords served the Notice is because "The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse, or child; or the parent or child of that individual's spouse)." The Notice indicated that the effective end date of the Notice was August 31, 2018.

The Tenants stated that they believe the rental unit was purchased sometime in April 2018 by the Respondents, who are real estate agents; however, they are not sure of this as they have not been notified that the rental unit has been sold. As part of their details of dispute, the Tenants stated that the "Landlord/realtor was telling us we need to move because empty units yield higher profits than investment properties that are rented at such a low rent like us. He said they flip 6 units a week they know how the market works. They are putting out 6 families a week."

Analysis

The onus is on the party issuing the Notice to substantiate the reasons for service of the Notice. As the Landlords have not appeared at the hearing, I am not satisfied that the Landlords have properly substantiated the grounds for ending the tenancy. As such, I am not satisfied of the validity of the Notice and I find that the Notice of June 30, 2018 is of no force and effect.

Conclusion

Based on the above, I hereby order that the Two Month Notice to End Tenancy for Landlord's Use of Property of June 30, 2018 to be cancelled and of no force or effect.

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 11, 2018

Residential Tenancy Branch