



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit (the "4 Month Notice") pursuant to section 49; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement pursuant to section 62.

The tenant and the landlord's two agents (collectively the "landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlords confirmed they were agents of the landlord's company named in this application, and had authority to speak on its behalf.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. The landlord confirmed that they did not provide any documentary evidence for this hearing. As the landlord did not raise any issues regarding service of the application and evidence, I find that the landlord was duly served with these documents in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord's 4 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement?

Background and Evidence

The parties testified that the landlord assumed this tenancy June 1, 2018, when the landlord purchased the property from the previous landlord. The landlord did not receive a tenancy agreement from the previous owner and did not enter into a new tenancy agreement with the tenant. The parties agreed the tenancy started October 30, 2015, and rent in the amount of \$690.00 is payable on the first of each month. The landlord assumed a security deposit in the amount of \$345.00 from the former landlord, which the landlord still retains in trust. The tenant continues to reside in the rental unit.

The tenant acknowledged personal receipt of the landlord's 4 Month Notice dated August 31, 2018. The 4 Month Notice indicates that the landlord is ending the tenancy to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.

The landlord testified that they seek to convert the rental unit for a meeting space and to provide occasional overnight use for their members. The landlord testified that because each member of their organization is a caretaker of the property and their intention is to use the unit for occasional residential purposes, they chose to end the tenancy on the above grounds.

In reply, the tenant testified that the landlord did not obtain permits prior to issuing the 4 Month Notice, the unit does not have a backyard and on an undisclosed date the landlord sent a text message asking her to leave earlier than the effective date of the 4 Month Notice.

Analysis

Section 49(6) of the *Act* allows a landlord to end a tenancy if the landlord has all the necessary permits and approvals required by law and intends in good faith to convert the rental unit for use by a caretaker, manager, or superintendent of the property. In the case of conversion for a caretaker, permits are not required.

I accept the landlord's undisputed testimony that each member of the organization is a caretaker who requires the unit for the use of their meetings and occasional overnight stay. The tenant did not dispute the landlord's intended purposes of the unit and provided testimony irrelevant to the 4 Month Notice. Accordingly, I find the landlord has met their onus and dismiss the tenant's application to cancel the 4 Month Notice.

Section 55 of the *Act* establishes that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the *Act* provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

Based on the parties testimony and the 4 Month Notice before me, I find the 4 Month Notice complies in form and content. As the 4 Month Notice complies in form and content and as the tenant's application has been dismissed I find that the landlord is entitled to an order of possession, pursuant to section 55 of the *Act*.

The tenant did not provide testimony or evidence in relation to the order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement; therefore this portion of her claim is dismissed without leave to reapply.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for the application.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

An order of possession is granted to the landlord **effective at 1:00 p.m. on December 31, 2018.**

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: November 13, 2018

Residential Tenancy Branch