



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNL, FFT

Introduction

The tenants submitted an Application for Dispute Resolution (“application”) seeking remedy under the *Residential Tenancy Act* (“Act”) to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property dated January 14, 2019 (“2 Month Notice”) and two 4 Month Notices to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit both dated January 15, 2019 (“4 Month Notices”), and to recover the cost of the filing fee. In addition, the tenants amended their application to request \$200.00 for harassment and for the cost of repairs to the unit, site or property.

The tenants, two tenant advocates, and two agents for the landlord (“agents”) attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed testimony and documentary evidence and to make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

Rule 2.3 of the Residential Tenancy Branch (“RTB”) Rules of Procedure (“Rules”) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on the amended application, the most urgent of which is the application to set aside a 2 Month Notice and two 4 Month Notices. I find that not all the claims on the application are sufficiently

related to be determined during this proceeding. I will, therefore, only consider the tenants' request to cancel the 2 Month Notice and two 4 Month Notices and the filing fee at this proceeding. The balance of the tenants' application is **dismissed, with leave to re-apply**.

Issues to be Decided

- Should the 2 Month Notice be cancelled?
- Should the two 4 Month Notices be cancelled?
- Are the tenants entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

The parties agreed that a month to month tenancy began on September 1, 2000. The parties agreed that a written tenancy agreement exists; however, a full copy was not submitted in evidence.

The tenant confirmed that they have been served with one 2 Month Notice and two 4 Month Notices. The effective vacancy date on the 2 Month Notice is listed as March 31, 2019. The tenants disputed the 2 Month Notice on January 15, 2019, which was within the allowable time limitation under the *Act* of 15 days. Page two of the 2 Month Notice indicates the reason as:

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 two 4 Month Notices are both dated January 15, 2019, and have an effective vacancy date of May 31, 2019. The agents claim that they 4 Month Notices were sent by two different methods to the tenants and were identical and could not explain why one 4 Month Notice indicated that "No permits and approvals are required by law to do this work", while the second 4 Month Notice submitted in evidence did not have the portion checked off on the 4 Month Notice. Both 4 Month Notices state the reason to end tenancy as:

I am ending your tenancy because I am going to convert the rental unit for use by caretaker, manager or superintendent of the residential property

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

2 Month Notice – The tenant disputed the 2 Month Notice within the 15 day timeline provided for under section 49(8)(a) of the *Act*. The reason indicated on the 2 Month Notice is “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).” Once the tenants have disputed the 2 Month Notice, the onus of proof reverts to the landlord to provide sufficient evidence to support that the 2 Month Notice is valid.

I find the landlord issued the incorrect notice as the landlord confirmed they want a caretaker to occupy the rental unit and as such, I cancel the 2 Month Notice as that is the incorrect notice to serve on a tenant when the reason relates to a caretaker occupying a rental unit.

4 Month Notices - The tenant disputed the two 4 Month Notices within the 30 day timeline provided for under section 49(8)(b) of the *Act*. The reason indicated on the two 4 Month Notices is “I am ending your tenancy because I am going to convert the rental unit for use by caretaker, manager or superintendent of the residential property.” Once the tenants have disputed the two 4 Month Notices, the onus of proof reverts to the landlord to provide sufficient evidence to support that the two 4 Month Notices are valid.

I find the two 4 Month Notices are not the same and that the landlords have provided insufficient evidence to explain why that is, given that they claim to have served identical 4 Month Notices on the tenants by two different methods. Therefore, I find that based on the two 4 Month Notices not matching that the landlord has not completed the 4 Month Notices in full on the prescribed form as required by section 52(e) of the *Act*. Therefore, I cancel both 4 Month Notices.

Therefore, the 2 Month Notice and both 4 Month Notices are cancelled and of no force or effect.

The tenancy shall continue until ended in accordance with the *Act*.

As the tenants’ application to cancel the 2 Month Notice and two 4 Month Notices is fully successful, I grant the tenants a one-time rent reduction of **\$100.00** from April 2019 rent in full satisfaction of the recovery of the cost of the filing fee pursuant to section 72 of the *Act*.

Conclusion

The tenants' application to cancel the 2 Month Notice and the two 4 Month Notices is successful. The 2 Month Notice and two 4 Month Notices are cancelled and are of no force or effect.

The tenants have been granted a one-time rent reduction of \$100.00 from April 2019 rent in full satisfaction of the recovery of the cost of the filing fee pursuant to section 72 of the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 27, 2019

Residential Tenancy Branch