



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside a notice to end tenancy for cause and for the recovery of the filing fee. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The landlord stated that he had not filed evidence of his own and agreed that he had received the tenant's evidence. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

Background and Evidence

The tenancy started on February 22, 2019. The rental unit is one of two suites located on the lower level of the landlord's house. The upper contains a third suite. The three suites are rented out separately. The monthly rent is \$1,450.00.

The landlord stated that he received a letter from the local municipality dated May 31, 2019, informing him that by having multiple suites in the rental unit, he was in contravention of a City by law and that he was required to remove one of the suites in the lower level of the home. A copy of the letter was filed into evidence.

On June 15, 2019, the landlord served the tenant with a 30-day notice to end tenancy for cause. The effective date of the notice is July 30, 2019. The reason for the notice is:

- The rental suite must be vacated to comply with a government order.

Analysis

In order to support the notice to end tenancy, the landlord must prove the reason for the notice to end tenancy. Based on the documentary evidence of the tenant and the verbal testimony of both parties, I find that the landlord was served with a notice by a government office, to remove the suite in the basement of the rental home. Therefore I must uphold the notice to end tenancy.

Section 55 of the *Residential Tenancy Act* addresses an order of possession for the landlord and states:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if
- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case, I find that the landlord served the tenant with a notice to end tenancy that complies with section 52 and I have upheld the notice to end tenancy. Under the provisions of section 55, I must issue an order of possession when I have upheld a notice to end tenancy.

Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The notice to end tenancy is upheld and I grant the landlord an order of possession effective by 1:00 pm on August 31, 2019.

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: July 29, 2019

Residential Tenancy Branch