



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding EUROPORT ENTERPRISES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes CNL

### Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) under the Residential Tenancy Act (“Act”) by the tenant to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property (the Notice).

The tenant, his advocate, the named representatives for the corporate landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary and digital evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (“Rules”); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issues to be Decided

- Should the Notice be cancelled?

### Background and Evidence

The parties agreed that the tenancy began on March 1, 2015, for a monthly rent of \$825.00. A copy of the tenancy agreement was submitted in evidence.

The tenant submitted without dispute that the landlord served the tenant with the Notice dated June 25, 2019, via attaching the on the tenant's door, by registered mail, and by putting it in the tenant's mail box.

The tenant confirmed that he received the Notice on the same day. The evidence shows the tenant filed an application in dispute of the Notice on July 3, 2019. The parties submitted a copy of the Notice into evidence.

The effective vacancy date listed on the Notice was August 31, 2019.

The parties agreed and the Notice shows that the reason listed as on the Notice for ending the tenancy was that 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).

### Analysis

Based on the relevant evidence and on the balance of probabilities, I find the following.

The tenant confirmed he received the Notice on June 25, 2019, and the evidence shows that he filed his application in dispute of the Notice on July 3, 2019, which I find is within the 15 day timeline provided by the Act. When a tenant disputes a Notice, the burden of proof reverts to the landlord to prove that the Notice is valid and should be upheld. If the landlord fails to prove the Notice is valid, the Notice will be cancelled.

The appearing landlord representative, NG, confirmed the listed landlord was a corporation or limited company equally owned by the two listed parties.

Section 49(3) of the Act states that a landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

In this case, the corporate landlord cannot meet the definition of an individual, and I therefore find the landlord has failed to meet their burden of proof in support of the Notice.

I therefore cancel the Notice and order that the Notice is of no force or effect.

I order the tenancy to continue until ended in accordance with the Act.

### Conclusion

The Notice dated and issued by the landlord on June 25, 2019, is cancelled and is of no force or effect.

The tenancy has been ordered to continue until ended in accordance with 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: August 27, 2019

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Residential Tenancy Branch