



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, FF

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated May 31, 2019.
- b. An order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement.

The Landlord failed to appear at the scheduled start of the hearing which was 11:00 a.m. on August 16, 2019. The Tenant Applicant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the scheduled start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the four month Notice to End Tenancy was personally served on the Tenant on May 31, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on June 28, 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the four month Notice to End Tenancy dated May 31, 2019?
- b. Whether the tenant is entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?

Background and Evidence:

The tenancy began in August 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$740 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$370 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant

The tenant testified that the landlord checked off that the renovations/repairs are so extensive that the rental must be vacant but he did not fill in the section that describes the planned work and the details of the planned work.

The landlord has failed to provide evidence as to the work he intends to perform.

Determination and Orders:

I determined the 4 month Notice to End Tenancy is defective in that it failed to identify the details of the planned work.. The landlord failed to attend the hearing and failed to provide any evidence as to what work was planned.

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy. As a result I ordered that the 4 month Notice to End Tenancy dated May 31, 2019 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

This decision is final and binding on the parties.

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 16, 2019

Residential Tenancy Branch