



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

On July 18, 2019, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") asking that the Landlord comply with the Act, Regulation, or Tenancy Agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Tenant entitled to an order requiring the Landlord to comply with the Act, Regulation or the tenancy agreement?

### Background and Evidence

The Landlords and Tenant both testified that the rental unit is a home with eight bedrooms; five bathrooms; and two kitchens. The parties entered into a verbal tenancy agreement starting on March 1, 2018, for the Tenant to occupy the upper left side of the home. The Tenant erected a wall with a door to separate the area he was renting from the area where the Landlord resides. The Tenant has his own entrance and his rental space contains three bedrooms and two bathrooms. The Tenant has a kitchen located in an adjacent cottage house that the Tenant does not share with the Landlord.

The fixed term tenancy is for a two-year term ending on February 20, 2020. Rent in the amount of \$1,000.00 is to be paid to the Landlord each month.

The Tenant testified that the Landlord does not have a legal reason to end his tenancy and he wants the Landlord to comply with their tenancy agreement, and the Act.

The Landlord wrote the Tenant a letter dated June 15, 2019, asking the Tenant to move out of the rental home. The Letter provides that the Landlord no longer wants to share the home with the Tenant.

In response to the Tenant's testimony, the Landlord provided affirmed testimony confirming that she did not issue a proper notice to end tenancy using a government form because she did not understand the process at that time.

### Analysis

Section 44 of the Act provides that a tenancy ends only if one or more of the following applies:

- (a) the tenant or landlord gives notice to end the tenancy in accordance with one of the following:
  - (i) section 45 [tenant's notice];
  - (i.1) section 45.1 [tenant's notice: family violence or long-term care];
  - (ii) section 46 [landlord's notice: non-payment of rent];
  - (iii) section 47 [landlord's notice: cause];
  - (iv) section 48 [landlord's notice: end of employment];
  - (v) section 49 [landlord's notice: landlord's use of property];
  - (vi) section 49.1 [landlord's notice: tenant ceases to qualify];
  - (vii) section 50 [tenant may end tenancy early];

Based on the above, the testimony and evidence of the parties, and on a balance of probabilities, I find as follows:

The Landlord and Tenant entered into a verbal tenancy agreement for a two-year fixed term. The Act applies because, the Tenant has a self-contained rental unit with his own entrance and he does not share a kitchen or bathroom with the Landlord.

I find that the Landlord did not issue the Tenant a proper notice to end tenancy in accordance with section 44 of the Act. The Landlord's letter dated June 15, 2019 is of no force or effect.

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

If the Landlord wants to end the tenancy the Landlord must issue a proper notice to end tenancy for a valid reason.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was successful with his application, I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution. I authorize the Tenant to withhold \$100.00 from one future rent payment.

#### Conclusion

If the Landlord wants to end the tenancy the Landlord must issue a proper notice to end tenancy for a valid reason.

I order the Landlords to comply with section 44 of the Act, which requires the Landlords to issue a proper notice if they wish to end the tenancy.

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: September 23, 2019

---

Residential Tenancy Branch