



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CORONET REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package and the submitted documentary evidence in person on December 6, 2019. Both parties also confirmed the landlord served the tenant with the submitted documentary evidence via Canada Post Registered Mail on January 9, 2020. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act with the notice of hearing package and the submitted documentary evidence.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?  
Is the tenant entitled to recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 1, 2016 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated June 1, 2016. The monthly rent began at \$800.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$400.00 was paid.

Both parties confirmed that on November 19, 2019, the landlord served the tenant with the 1 Month Notice dated November 18, 2019 in person. The 1 Month Notice sets out an effective end of tenancy date of December 31, 2019 and that it was being given as:

- the rental unit must be vacated to comply with a government order.

The details of cause listed state:

*Special Inspection No. IA-2019-01539*

The landlord has submitted in support of this 1 month notice a copy of a letter dated November 5, 2019 re: Special Inspection No. IA-2019-01359 on the City of Vancouver letterhead which states in part that the landlord must comply with a previous inspection which orders the landlord to obtain the required permits for any plans to retain the 2<sup>nd</sup> story secondary suite and remove the second unauthorized dwelling unit in the basement or cease use of the unauthorised dwelling units in the basement and the 2<sup>nd</sup> storey, obtain the required permits to remove both unauthorised kitchens and the cooking facilities in the basement and on the 2<sup>nd</sup> storey.

Also submitted by the landlord is a copy of 4 out of 6 pages of a Special Inspection No. IA-2019-01359 re: Bylaw Requirements for a Secondary Suite at the listed property address.

The landlord confirmed that it is their intent to retain the 2<sup>nd</sup> storey suite and remove the basement suite.

Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

Pursuant to subsection 47 (1) (k) states in part that the landlord may end a tenancy when the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority.

In this case, both parties confirmed the landlord served the tenant with a 1 month notice to end tenancy for cause (the 1 month notice) dated November 18, 2019 in person on November 19, 2019. The 1 month notice states in part that the tenant must vacate the rental unit by December 31, 2019 for:

*Rental Unit/Site must be vacated to comply with a government order.*

I accept the undisputed affirmed evidence of the landlord that the local municipality issued an order requiring the landlord to choose one of two options regarding secondary suites. The landlord stated that it is their intent to retain the 2<sup>nd</sup> Storey suite and remove the basement suite to comply.

Based upon the above undisputed evidence, I find that the landlord's notice to be valid. The landlord provided copies of a November 5, 2019 letter directing the landlord to comply with one of the two options within 60 days. The landlord also provided 4 out of 6 pages of the Special Inspection on the local municipality's requirements on secondary suites.

The landlord's 1 month notice dated November 18, 2019 is valid and upheld. The tenant's application is dismissed without leave to reapply. The landlord is granted an order of possession. As the effective date of the notice has now passed, the order of possession shall be effective 2 days after it is served upon the tenant.

### Conclusion

The landlord is granted an order of possession.

This order must be served upon the tenant. 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.

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: January 27, 2020