



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WELBEC PROPERTIES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

In this dispute, the tenant sought to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to section 47 of the *Residential Tenancy Act* (the “Act”).

The tenant applied for dispute resolution on May 28 and a dispute resolution hearing was convened on June 22, 2020. The tenant’s advocate, two agents for the landlord, and two witnesses for the landlord attended the hearing.

I have only reviewed and considered oral and documentary evidence submitted meeting the requirements of the *Rules of Procedure*, to which I was referred, and which was relevant to determining the preliminary issue of this application.

Preliminary Issue: The Notice and Ministerial Order No. M089

The Notice, a copy of which was submitted into evidence, was issued on April 29, 2020. The grounds for ending the tenancy are included on page 2 of the Notice, and which indicated grounds under section 47 of the Act. The parties did not dispute these facts.

The tenant’s advocate argued that such notices to end tenancy are prohibited from being issued during the provincial state of emergency. The landlord’s agent argued that there are issues of drugs, and drug dealing, going on in and around the rental unit.

As I explained to the parties during the hearing, and as is explained in further detail here, section 3 of [Ministerial Order No. M089, Residential Tenancy \(COVID-19\) Order, MO 73/2020](#) (the “Order”) states as follows:

3 (1) Despite sections 44 (1) (a) (ii) to (vi) and sections 46 to 49.1 of the *Residential Tenancy Act* or any other section of the *Residential Tenancy Act*, the *Residential Tenancy Regulation* or any term of a tenancy agreement, a landlord

must not give a tenant a notice to end the tenancy during the period this order is in effect.

Given that the various grounds listed on page 2 of the Notice all fall within section 47 of the Act, it thus follows that the landlord must not, and may not give a tenant a notice to end the tenancy during the period the Order is in effect. The Order went into effect on March 30, 2020 and remains in effect as of today's date of June 22, 2020. As such, I find that the Notice issued on April 29, 2020 is of no force or effect.

(Despite the landlord agent's remark that they intend to issue yet another notice to end tenancy later today, that notice, too, will be of no legal force or effect.)

As I also explained during the hearing, should the landlord believe that the grounds on which the Notice was issued are such that they warrant ending the tenancy early pursuant to section 56 of the Act, the landlord remains at liberty to apply.

It should be noted, for the record, that the tenant's advocate attempted to find a solution to the underlying issues. The landlord's agent became aggressive and accused the advocate of helping drug dealers. After the landlord's agent demonstrated an inability to cease his tirade against the advocate, I disconnected the teleconference at 11:12 AM.

Conclusion

The tenant's application is hereby granted. The One Month Notice to End Tenancy for Cause issued on April 29, 2020 is of no force or effect, and the tenancy shall continue until it is ended in accordance with the Act, including Ministerial Order No. M089.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: June 22, 2020

Residential Tenancy Branch