



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL-4M

Introduction

This hearing was convened to consider eight Applications for Dispute Resolution, which were joined by the Residential Tenancy Branch. In each Application for Dispute Resolution the Tenant(s) applied to cancel a Four Month Notice to End Tenancy for Demolition, Renovation, Repair, or Conversion (Notice to End Tenancy).

The Tenants were represented by the Tenant with the initials “ZG”, whom I will refer to as the Lead Tenant.

The Lead Tenant stated all 8 Applications for Dispute Resolution and all the evidence submitted to the Residential Tenancy Branch in November of 2020 by the Tenants was served to the Landlord, via registered mail, at the service address noted on the Application. Canada Post documentation was submitted that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*.

As the aforementioned documents were served in accordance with the *Act*, the hearing proceeded in the absence of the Landlord and the evidence was accepted as evidence for these proceedings.

Additional evidence was submitted to the Residential Tenancy Branch on January 29, 2021. The Lead Tenant stated that this evidence was not served to the Landlord as evidence for these proceedings. As this evidence was not served to the Landlord as evidence for these proceedings, it was not accepted as evidence for the proceedings.

Issue(s) to be Decided

Should the Notices to End Tenancy be set aside?

Background and Evidence

The Lead Tenant agree that:

- All of the Tenants named on these Applications for Dispute Resolution have a verbal tenancy agreement with the Landlord;
- All of the Tenants named on these Applications for Dispute Resolution are required to pay rent by the first day of each month;
- All of the Tenants named on these Applications for Dispute Resolution received a Four Month Notice to End Tenancy for Demolition, Renovation, Repair, or Conversion (Notice to End Tenancy) on October 30, 2020 or November 04, 2020, either by email or Canada Post;
- Each Notice to End Tenancy declares that the Tenant(s) must vacate their unit by February 28, 2021;
- All of the Tenants named on these Applications for Dispute Resolution received only the first page of the Notice to End Tenancy.

This hearing commenced at the scheduled start time of 9:30 a.m. By the time the teleconference was concluded at 9:47 a.m., the Landlord had not attended.

Analysis

Section 49(6) of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

- (a) demolish the rental unit;
- (b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;
- (c) convert the residential property to strata lots under the *Strata Property Act*;
- (d) convert the residential property into a not for profit housing cooperative under the *Cooperative Association Act*;
- (e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property; and
- (f) convert the rental unit to a non-residential use.

On the basis of the undisputed evidence, I find that all of the Tenants named on these Applications for Dispute Resolution received the first page of a Four Month Notice to End Tenancy for Demolition, Renovation, Repair, or Conversion, which was served pursuant to 49(6) of the *Act*.

When a tenant or tenants dispute a notice to end tenancy that is served pursuant to section 49 of the *Act*, the Landlord bears the burden of proving that there are grounds to end the tenancy in accordance with that section. The Landlord submitted no documentary evidence in support of the Notice to End Tenancy and the Landlord did not attend the hearing to support the Notice to End Tenancy. I therefore find that the Landlord submitted insufficient evidence to establish grounds to end the tenancy pursuant to section 49(6) of the *Act*.

As the Landlord submitted insufficient evidence to establish grounds to end the tenancy pursuant to section 49(6) of the *Act*, I grant the Tenants' application to cancel the Notice to End Tenancy.

Conclusion

The Four Month Notice to End Tenancy for Demolition, Renovation, Repair, or Conversion is cancelled. These tenancies will continue until they are 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 *Act*.

Dated: February 09, 2021

Residential Tenancy Branch