



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL – 4M

### Introduction

This hearing dealt with a tenant's application to cancel a *Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use* ("4 Month Notice") dated January 28, 2021.

Both parties appeared at the originally scheduled hearing of June 11, 2021. I affirmed the parties and ordered them not to make an unofficial recording of the proceeding.

The hearing was adjourned on June 11, 2021 and I ordered the parties to provide me with their copy of the subject 4 Month Notice. An Interim Decision was issued and should be read in conjunction with this decision.

At the reconvened hearing of August 26, 2021, only the tenant appeared. The landlord did not appear despite leaving the teleconference call open at least 10 minutes to give the landlord the opportunity to appear. I continued to hear from the tenant without the landlord present.

I noted that during the period of adjournment I had received two pages of a four page 4 Month Notice from the landlord; however, I did not receive the tenant's copy. The tenant described how he took his copy of the 4 Month Notice to a Service BC office and, after waiting for over two hours in line, he was able to present his 4 Month Notice to the clerk and he requested the clerk send a copy to the Residential Tenancy Branch. I accepted the tenant's testimony and for some unknown reason(s) the tenant's copy of the 4 Month Notice was not uploaded to this file. I admitted the landlord's copy of the 4 Month Notice into evidence and I had the tenant read his copy into evidence. I found the tenant's version was consistent with the two pages the landlord had submitted to me, with the exception of one area, which I describe in greater detail in this decision.

Issue(s) to be Decided

1. Did the tenant file within the time limit for disputing the 4 Month Notice?
2. Should the 4 Month Notice dated January 28, 2021 be upheld or cancelled?

Background and Evidence

The tenant testified that on February 2, 2021 he was served with the subject 4 Month Notice, in person. The 4 Month Notice was signed by the landlord on January 28, 2021 and is in the approved form.

The tenant acknowledged that he received all four pages of the 4 Month Notice. The tenant read into evidence the content of all four pages. I found the first two pages consistent with the two pages the landlord submitted to me, with the exception of one area, that I describe in greater detail below. The last two pages of the 4 Month Notice described by the tenant contain information for landlords and tenants consistent with the approved form.

With respect to the discrepancy between the tenant's copy and the landlord's copy of the 4 Month Notice, the tenant testified that his copy is devoid of any information concerning the need or issuance of permits; however, the landlord's copy included the following information with respect to permits (the name of electrician was obscured by me for privacy):

<input checked="" type="checkbox"/> I have obtained all permits and approvals required by law to do this work. Please complete the information below.			
Date Issued DD/MM/YYYY	Issued by	Description	Permit Number
JUNE 14 2021	DBA ELECTRIC	SILVER LABEL	EL 1208497-2021

Analysis

Pursuant to section 49(8)(b) of the Act, a tenant in receipt of a 4 Month Notice has 30 days after receiving the 4 Month Notice to file an application to dispute it. In the absence of evidence to the contrary, I accepted that the tenant was in receipt of the 4 Month Notice on February 2, 2021 and in filing this Application for Dispute Resolution on March 2, 2021 I find the tenant filed to dispute the 4 Month Notice 28 days later which is within the time limit for doing so.

Where a notice to end tenancy comes under dispute, the landlord bears the burden to prove the tenant was served with a valid notice to end tenancy and the tenancy should end for the reason(s) indicated on the notice.

In this case, the landlord signed the 4 Month Notice on January 28, 2021 and I have accepted the unopposed testimony of the tenant that it was served to the tenant on February 4, 2021. I find it extremely puzzling how in preparing the 4 Month Notice on January 28, 2021 the landlord would have known a permit would be issued on June 14, 2021. I am of the view that it is more likely the landlord altered his copy of the 4 Month Notice by inserting the permit information on or after June 14, 2021 and there was no permit in place when the 4 Month Notice was served.

It is important to point out that submitting an altered document with the intention to mislead constitutes fraud.

With respect to the validity of the 4 Month Notice served to the tenant on February 4, 2021, I find it was not only issued pre-maturely, as a permit had not yet been issued; but, the landlord did not appear at the hearing or otherwise present evidence to demonstrate that all necessary permits were obtained for the work the landlord intends to do (replace all the water pipes and move the electrical service) and that the rental unit needs to be vacant and the tenancy ended to accomplish this work. Therefore, I find the landlord failed to meet his burden to prove that a valid notice was served upon the tenant and the tenancy should end for the reasons stated on the notice.

In keeping with the above, I cancel the 4 Month Notice dated January 28, 2021 with the effect that the tenancy continues at this time.

### Conclusion

The 4 Month Notice dated January 28, 2021 is cancelled and the tenancy continues at this time.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: August 27, 2021

---

Residential Tenancy Branch