



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

On August 2, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a One Month Notice to End Tenancy for Cause, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord’s Agent and the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. As such, I find that the evidence before me is admissible for this hearing.

### Issues to be Decided

Should the One Month Notice to End Tenancy for Cause, dated July 31, 2021 (the “One Month Notice”), be cancelled, in accordance with section 47 of the Act?

If the One Month Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

Should the Tenant be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

### Background and Evidence

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.

Both parties agreed to the following terms of the tenancy:

The latest Tenancy Agreement was a one-year, fixed-term tenancy that began on February 1, 2019 and continues as a month-to-month tenancy. The rent is \$1,150.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$500.00.

The Landlord submitted the One Month Notice and confirmed it had been personally served to the Tenant on July 31, 2021 with a move-out date of August 31, 2021. The Landlord testified that the One Month Notice was served to the Tenant as the rental unit must be vacated to comply with a government order.

The Landlord submitted a copy of a letter from the city in which the residential property is located, dated July 15, 2021, that indicated the residential property was not in compliance with the zoning bylaw and that the Landlord must reduce the number of unrelated residents.

The Landlord stated that the city provided a future date for an inspection of the residential property.

The Landlord acknowledged that the warning letter from the city did not likely establish that an order to end this tenancy had been received.

The Tenant stated that he would like to continue the tenancy and has done his best to live by the rules of the tenancy.

### Analysis

Section 47(1)(k) of the Act states that a landlord may end a tenancy by giving notice to end the tenancy if the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority.

In this case, I find that the Landlord failed to provide sufficient evidence that they received an order from a municipal authority stating that the rental unit must be vacated. Specifically, I find that the Landlord only produced a warning letter from their municipality which indicated that a zoning bylaw had been breached; I do not find this letter constitutes an order, pursuant to section 47(1)(k) of the Act.

As such, I cancel the One Month Notice and find that this tenancy should continue until it is ended in accordance with the Act.

I find that the Tenant's Application has merit and that the Tenant is entitled to recover the cost of the filing fee for this Application for Dispute Resolution, in the amount of \$100.00, pursuant to section 72 of the Act.

As compensation for the filing fee, I authorize the Tenant to deduct \$100.00 from a future rent payment to the Landlord, in accordance with section 72 of the Act.

Conclusion

The One Month Notice, dated July 31, 2021, is cancelled. I order that this tenancy continue until 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 *Residential Tenancy Act*.

Dated: September 13, 2021

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Residential Tenancy Branch