



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Double D Motel
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 49; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on May 9, 2022 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Hearing Package on May 14, 2022. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to cancellation of the notice to end tenancy?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started in 2019. Rent of \$695.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$325.00 as a security deposit. On

April 1, 2022 the Landlord gave the Tenant a four month notice to end tenancy for demolition or conversion of the rental suite dated April 1, 2022 (the "Notice"). The reason stated on the Notice is that the Landlord will demolish the unit. The unit is a room in a motel. There are other current and ongoing tenancies in the motel. The Tenant does not believe that the Landlord will demolish the unit and the Notice does not include any detail of any permits for such demolition.

Analysis

Section 49(6)(a) of the Act provides that a landlord may 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 demolish the rental unit. As the Landlord bears the burden of proof in substantiated that the unit will be demolished and as the Landlord did not provide any evidence of demolition, I accept the Tenant's undisputed evidence and find that the Landlord does not have a good faith intention to demolish the unit. For this reason, I find that the Notice is not valid and that the Tenant is entitled to its cancellation. The tenancy continues.

As the Tenant has been successful with their claim, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of the claim.

Conclusion

The Notice is cancelled, and the tenancy continues.

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court 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 Act.

Dated: August 25, 2022

Residential Tenancy Branch