



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL-4M (Landlord)
 CNL-4M, OLC, FFT (Tenants)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties (the “Applications”).

The Landlord applied April 20, 2022, for an Order of Possession based on a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit dated February 28, 2022 (the “Notice”) (the “Landlord’s Application”).

The Tenants applied April 20, 2022, as follows (the “Tenants’ Application”):

- To dispute the Notice
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement
- To recover the filing fee

The Landlord appeared at the hearing. The Tenants appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Tenants confirmed their request for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement is the same as the dispute of the Notice and therefore I have not considered this as a separate request.

Both parties submitted evidence prior to the hearing. I confirmed service of the hearing packages and evidence, and no issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all relevant evidence provided. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Should the Notice be cancelled?
2. If the Notice is not cancelled, should the Landlord be issued an Order of Possession?
3. Are the Tenants entitled to recover the filing fee?

Background and Evidence

The parties agreed on the following. There is a verbal tenancy agreement between the parties which started three-and-a-half years ago and is a month-to-month tenancy. Rent is \$850.00 per month due on the first day of each month. The Tenants paid a \$750.00 security deposit.

The Notice was submitted. None of the grounds for the Notice are checked off on page two of the Notice. The only box checked off is "No permits and approvals are required by law to do this work", which is not a separate ground for the Notice, but a subsection of the grounds noted on page two.

The parties agreed the Notice was served on the Tenants in person February 28, 2022.

The Tenants disputed the Notice April 20, 2022. The Tenants testified that they disputed the Notice late because they had to look into the requirements in relation to the Notice.

Analysis

Tenants' Application

The Notice was issued pursuant to section 49(6) of the *Act* which states:

(6) 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 do any of the following:

- (a) demolish the rental unit;
- (b) [Repealed 2021-1-13.]
- (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;
- (f) convert the rental unit to a non-residential use.

The Tenants had 30 days from receipt of the Notice to dispute it pursuant to section 49(8)(b) of the *Act*. The Tenants received the Notice February 28, 2022, and disputed it April 20, 2022, well outside the time limit for disputing it. The Tenants did not apply to extend the time limit to dispute the Notice and therefore I decline to extend the time limit pursuant to section 66(1) of the *Act*. Further, the reason provided for disputing the Notice late is not a valid reason because the Notice itself outlines the Tenants' rights and obligations in relation to the Notice. There was no need for the Tenants to take more than 30 days to look into their options as they relate to the Notice, the Tenants simply had to read the Notice. In the circumstances, I would not have extended the time limit for disputing the Notice pursuant to section 66(1) of the *Act* in any event.

Given the above, the Tenants' dispute of the Notice is dismissed without leave to re-apply.

Given the Tenants were not successful in their application, they are not entitled to recover the filing fee and this request is dismissed without leave to re-apply.

The Tenants' Application is dismissed without leave to re-apply.

Section 55(1) of the *Act* states:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Section 52 of the *Act* states:

52 In order to be effective, a notice to end a tenancy must be in writing and must...

- (d) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy...

The Notice does not state the grounds for it and therefore does not comply with section 52 of the *Act*. Given this, the Notice is not an effective Notice, and the Landlord is not entitled to an Order of Possession pursuant to section 55(1) of the *Act* based on the Notice.

Landlord's Application

Pursuant to section 52 of the *Act*, the Notice must state the grounds for it to be an effective notice to end tenancy. Given the Notice does not state the grounds for it, it is not an effective notice to end tenancy and the Landlord is not entitled to an Order of Possession pursuant to section 55 of the *Act* based on it.

The Landlord's Application is dismissed without leave to re-apply.

Conclusion

The Applications are dismissed without leave to re-apply.

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 22, 2022

Residential Tenancy Branch