



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC COAST COMMUNITY
RESOURCES and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M, OLC

Introduction

This hearing dealt with the tenant's application, filed on September 23, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit, dated August 30, 2022 ("4 Month Notice"), pursuant to section 49(6); and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62.

The landlord did not attend this hearing, which lasted approximately 15 minutes. The tenant and her advocate attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 9:30 a.m. and ended at 9:45 a.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant, the tenant's advocate, and I were the only people who called into this teleconference.

The tenant and her advocate provided their names and spelling. The tenant provided her mailing address for me to send a copy of this decision to her after the hearing. The tenant stated that her advocate had permission to represent her at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, the tenant and her advocate both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to the tenant and her advocate. They had an opportunity to ask questions. They did not make any adjournment or accommodation requests.

The tenant stated that the landlord was served with the tenant's application for dispute resolution hearing package on October 6, 2022, to the address provided by the landlord in the 4 Month Notice, with the City included. She provided a Canada Post receipt and confirmed the tracking number verbally during this hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's application on October 11, 2022, five days after its registered mailing.

The tenant confirmed that she received a copy of the landlord's 4 Month Notice on August 31, 2022. She stated that the effective move-out date on the notice is January 1, 2023. She provided a copy of the notice for this hearing. She confirmed that the reason provided by the landlord on page 2 of the notice was "convert the rental unit to a non-residential use." In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 4 Month Notice on August 31, 2022.

During this hearing, neither the tenant, nor her advocate provided any details regarding the tenant's claim for an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement. Accordingly, this portion of the tenant's application is dismissed without leave to reapply.

Issues to be Decided

Should the landlord's 4 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Analysis

In accordance with section 49(8)(b) of the *Act*, the tenant must file her application for dispute resolution within 30 days of receiving the 4 Month Notice. In this case, the tenant testified that she received the 1 Month Notice on August 31, 2022, and filed her application to dispute it on September 23, 2022. Accordingly, I find that the tenant's application was filed within the 30-day time limit under the *Act*.

Where a tenant applies to dispute a 4 Month Notice within the time limit, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the 4 Month

Notice is based. The landlord did not appear at this hearing. The landlord did not meet the onus of proof.

I also note that the landlord did not indicate the complete address for the landlord on page 1 of the notice, as it does not indicate a City, but provides a street name in the City section. The landlord did not indicate the tenant's rental unit number, only the street address, at the bottom of page 1 of the notice. Therefore, I find that the landlord's 4 Month Notice does not comply with section 52 of the *Act*.

Accordingly, the tenant's application to cancel the landlord's 4 Month Notice is granted. The landlord's 4 Month Notice, dated August 30, 2022, is cancelled and of no force or effect. The landlord is not entitled to an order of possession, pursuant to section 55 of the *Act*. This tenancy will continue until it is ended in accordance with the *Act*.

I informed the tenant and her advocate of my decision verbally during this hearing. They affirmed their understanding of same.

Conclusion

The tenant's application to cancel the landlord's 4 Month Notice is granted.

The landlord's 4 Month Notice, dated August 30, 2022, is cancelled and of no force or effect.

The landlord is not entitled to an order of possession.

This tenancy continues until it is ended in accordance with the *Act*.

The remainder of the tenant's application is dismissed without leave to reapply.

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: February 09, 2023

Residential Tenancy Branch