



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an application by the tenants for an order setting aside the landlord's 2 Month Notice to End Tenancy dated December 21, 2011. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Are the tenants entitled to the requested order?

Background and Evidence

On December 21, 2011 the landlord served the tenant with a 2 Month Notice to End Tenancy dated December 21, 2011. The Notice states that the Notice is being given because *"the rental unit will be occupied by the landlord or the landlord's spouse or a close family member of the landlord or the landlord's spouse."*

The tenants disputed the Notice on December 29, 2011.

Analysis

When a tenant disputes a Notice to End Tenancy, the landlord bears the burden of proving that the reason given in the Notice is true. In the present case, the problem immediately became apparent that the landlord is a corporation and therefore cannot, by definition, occupy the unit. By the same token a corporation cannot have a spouse or close family member, etc. As a result, the landlord cannot serve a Notice for the reason specified in the Notice.

Conclusion

Based on the above, I hereby order that the landlord's Notice to End Tenancy dated December 21, 2011 be and it is hereby set aside and of no force or effect. The tenancy shall continue according to its original terms.

I further order that the landlord reimburse the tenants for the \$50.00 cost of this application. The tenants may deduct the \$50.00 from their next rent payment.

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*.