



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, FF

Introduction

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

The Tenant applied for:

1. An Order cancelling a Notice to End Tenancy – Section 46.

The Landlord applied for:

1. An Order of Possession - Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant was given full opportunity to be heard, to present evidence and to make submissions. The Landlord did not attend the hearing the duration of which was 12 minutes. As the Landlord did not pursue its application at the hearing, I dismiss the Landlord’s application.

Issue(s) to be Decided

Is the notice to end tenancy valid?

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

Background and Evidence

The tenancy started in July 2011. Rent of \$750.00 is payable monthly. The Tenant was given a one month notice to end tenancy for cause (the "Notice") by the Landlord sometime after June 17, 2014. The stated reason for the Notice is that the rental unit must be vacated to comply with a government order. The Tenant states that the rental unit, one of three suites in a house, is not required to be vacated as the order can be met with the closure of two of the three suites in the house. The Tenant provided a copy of letters from the government body in relation to the order.

Analysis

Section 47 of the Act provides that a landlord may end a tenancy where the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority. Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Based on the undisputed evidence of the Tenant, I find that the Notice is not valid and that the Tenant is entitled to a cancellation of the Notice. The tenancy continues.

Conclusion

The Notice is cancelled and of no effect. 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: August 21, 2014

Residential Tenancy Branch

