



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Dispute Codes:

CNL, FF

Introduction

The hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Two Month Notice to End Tenancy and to recover the filing fee from the Landlord for the cost of the Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The remaining issues to be decided are whether the Notice to End Tenancy that was served by the Landlord should be set aside and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on July 01, 2008.

The Landlord and the Tenant agree that the Landlord posted a Notice to End Tenancy for a Landlord's Use of Property on the front door of the rental unit on January 12, 2009, which required the Tenant to vacate the rental unit on March 30, 2009. The reason for ending the tenancy that was stated on the Notice, was that 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 Landlord stated that the Notice was served on the Tenant because the Landlord intends to move out of the rental unit that he is currently renting and intends to move into the rental unit that is currently occupied by the Tenant.

The Tenant stated that he does not believe that the Landlord intends to move into the rental unit, although he did not submit any evidence to support this belief.

Analysis

Section 49(4) of the *Act* stipulates, in part, that a landlord may end a tenancy if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit. In the circumstances before me, I find that the Tenant has submitted insufficient evidence to refute the Landlord's claim that he intends to move into the rental unit.

The Landlord and the Tenant were advised of the provisions of section 51(1) of the *Act*, which stipulates that a tenant who receives notice to end a tenancy pursuant to section 49 of the *Act* is entitled to receive from the landlord before the effective date of the notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

The Landlord and the Tenant were also advised of the provisions of section 51(2) of the *Act*, which stipulates that the landlord must pay the tenant the equivalent of two months rent payable under the tenancy agreement if steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 of the *Act* within a reasonable period after the effective date of the notice or if the rental unit is not used for that stated purpose for at least six months beginning within a reasonable period after the effective date of the notice.

I find that the Tenant's application is without merit, and I therefore dismiss his application to recover the filing fee from the Landlord that was paid for filing this Application for Dispute Resolution.

Conclusion

I hereby dismiss the Tenant's application to set aside the Notice to End Tenancy and I uphold the Notice to End Tenancy that was served on the Tenant.