



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, O, FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause, money owed or compensation for damage or loss, other and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

On May 22, 2011 the landlord served the tenant with a 2 Month Notice for Landlord's Use of Property: the rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother or child) of the landlord or the landlord's spouse.

The tenant testified that the end date on the notice is incorrect as the tenant pays her rent on the 22nd of each month therefore the proper end date is August 22, 2011 and not July 31, 2011 as noted by the landlord. The landlord's agent acknowledged that there had been confusion on the end tenancy date because of when the tenant pays rent but that the landlord understood that the correct end tenancy date is August 22, 2011.

The tenant believes that the landlord is trying to get her out of the rental unit because of the problems that have been created over use of the laundry facilities which are in the main part of the house occupied by the landlord. The tenant stated that she also feels that the landlord wants to get her out so that she can charge more rent for the unit. The tenant said that there is another basement suite which is a one bedroom and she does not know why the landlord's father can't live in that suite and not hers.

The landlord's agent stated that the landlord intends on making the one bedroom suite a legally permitted rental unit and that the two bedroom suite is needed for the landlord's father and son. The landlord's agent testified that the landlord's father and her youngest son will occupy the two bedrooms in the basement and that this suite will become part of the main residence and no longer a separate suite. The tenant was adamant that she did not believe that the landlord was being forthcoming regarding her father moving into the two bedroom suite.

The tenant stated that she had had issues with the landlord not providing her with internet access as agreed to on the tenancy agreement and that it took a month for the landlord to finally get it hooked up. The tenant stated that she had to go buy a router to be installed and that the landlord had reimbursed her for this cost.

The tenant stated that at the start of the tenancy she and the landlord had agreed to the tenant having one day per week to do laundry. The tenant said that the landlord starting cutting off her access to the laundry area, would go through the tenant's clothes and remove still damp clothes from the dryer and toss them in the tenant's hamper. The tenant stated the landlord restricted her access to the laundry more and more and at one point told her she could no longer use the laundry facilities.

The landlord's agent stated that some of the access issues were due to the landlord's schedule and access was restricted as the laundry facilities are in the main part of the house which the landlord occupies.

The parties agreed in this hearing that for the remainder of the tenancy the landlord would provide the tenant sole use of and unrestricted access to the laundry facilities on Wednesday's from the hours of 4:00PM until 9:00PM.

The tenant stated that the parking area that the landlord provided was inadequate as when it rains the unpaved area gets very muddy. The landlord's agent maintained that while there is parking in the back for the tenant there is also unrestricted street parking in front of the house that the tenant can use. The tenant stated that the front street is very narrow and there is no parking there.

The tenant stated that she had hoped this to be a long term rental and had the impression from the landlord that she wanted a long term renter. The tenant stated that it would be very difficult for her to move and uproot her young son and because of this the tenant is seeking \$1500.00 compensation.

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the tenant was properly served with a 2 month notice to end tenancy for landlord's use of property.

The landlord's agent testified that the landlord is acting in good faith regarding her father and young son moving into the two bedroom basement suite that the tenant occupies and I accept this testimony. Both parties understand that if the landlord's father and young son do not occupy the rental unit for a minimum of six months that the tenant may make an application through this office for \$1500.00 compensation which is double the rent.

The tenant's application to set aside the notice is hereby dismissed without leave to reapply with the resulting effect that the tenancy will end on August 21, 2011 at 1:00 PM.

I find that the tenant has established grounds for compensation for the 1 month she was without internet access and the on-going lack of access to the laundry facilities and I award the tenant the limited amount of \$150.00. The tenant is not entitled to \$1500.00 compensation for the inconvenience of having to move and the rental not being long term. The tenant is entitled to recovery of the \$50.00 filing fee.

Conclusion

The 2 Month Notice to End Tenancy for Landlord's use of Property is upheld with the resulting effect that the tenancy will end on August 21, 2011 at 1:00 PM.

I find that the tenant has established a monetary claim for \$150.00.

The tenant may deduct \$200.00 from the July 2011 rent owed to the landlord for the monetary award and recovery of the filing fee paid to bring their application.

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: June 23, 2011.

Residential Tenancy Branch