



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, OLC, RP

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a two month Notice to End Tenancy and I dismiss the remaining claims, with liberty to re-apply.

Background and Evidence

On September 1, 2011 the landlords personally served the tenant with a two month Notice to End Tenancy for landlord use.

The landlord's daughter-in-law testified that:

- They have decided they no longer want to use this is a rental unit, and she and her husband-(landlords son) intend to occupy the rental unit.
- They have therefore given the tenant a two month Notice to End Tenancy for landlord use, with an end of tenancy date of October 31, 2011.

The tenant testified that:

- She has a fixed term tenancy agreement with the landlords and the end of the term is not until July 31, 2012.
- She has been informed that the landlords are bound by the tenancy agreement, and that they cannot end the tenancy for landlord use before that date.

Analysis

It is my finding that the tenant is correct in this matter.

The parties have signed a fixed term tenancy agreement with an expiry date of July 31, 2012 and therefore any Notice to End Tenancy given by the landlord for landlord use cannot end the tenancy before that date.

Therefore the Notice to End Tenancy that has been served on the tenant, which states that the tenancy ends on October 31, 2011, is self-correcting to the end of the term of the fixed term tenancy.

Conclusion

I will not cancel the Notice to End Tenancy, however as stated above the effective end of tenancy date is July 31, 2012.

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: October 14, 2011.

Residential Tenancy Branch