



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing was convened by way of conference call in repose to the tenant's application to cancel a Two Month Notice to End Tenancy for landlord's use of the property.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross exam each other on their evidence. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

### Issue(s) to be Decided

Is the tenant entitled to cancel the Notice to End Tenancy?

### Background and Evidence

Both parties agree that this month to month tenancy started on September 15, 2010. This was a verbal agreement between the parties for the tenant to rent this unit for a monthly rent of \$550.00 per month. Rent is due on the first day of each month in advance.

The landlord testifies that she served the tenant with a Two Month Notice to End Tenancy because the landlord wants to use the unit to house her farm workers from

Mexico. The landlord states the tenant was aware that this unit was for the farm workers and she refuses to vacate the unit. The landlord testifies that she has 90 farm workers coming to work on the farm and she needs this unit to help house them. The landlord states the tenant was served with this Two Month Notice on April 01, 2012 in person and the tenant is required to move from the unit on May 15, 2012. The landlord states she has offered another unit to the tenant but the tenant refuses to move.

The tenant disputes the landlord's reasons given on the Notice. The tenant states the landlord has simply checked all the boxes on the Notice and then has hand written on the notice that she wants the unit for her farm workers. The tenant states as the landlord does not have a valid or legal reason to end the tenancy she is not required to move from the unit.

The tenant testifies that when she first rented this unit the landlord offered the tenant a different unit for \$450.00 per month on the understanding that the tenant would have to move out for the landlord's seasonal farm workers. The tenant states she did not want to have to move out each season so the tenant elected to rent the more expensive unit at \$550.00 per month so she would not have to vacate for the landlords farm workers.

The landlord testifies that she did not check any boxes off on the Notice and the tenant must have done this after she received the Notice.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. I have considered the reasons given on the Two Month Notice and find there is no evidence to suggest the tenant checked the boxes on the Notice. Even if the landlord had not checked these boxes by simply writing in a reason not covered by one of the reasons given on the Notice would make the notice an invalid document.

However, there is no provision under the *Act* for the tenant to move from a unit because the landlord needs the unit to house seasonal farm workers. The landlord did not put in

place a written tenancy agreement for both parties to sign and agree to a fixed term tenancy so the unit could be used to house farm workers each session and I find there is no valid reason on the Two Month Notice that can be upheld under the provisions of the *Act* for me to uphold this Notice and issue an Order of Possession to the landlord.

### Conclusion

The tenant's application is allowed. The Two Month Notice to End Tenancy for landlords use of the property dated March 01, 2012 is cancelled and the tenancy will continue

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: May 01, 2012.

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Residential Tenancy Branch