



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 in response to an application by the Tenant pursuant to section 49 of the *Residential Tenancy Act* (the “Act”) for an Order cancelling a Notice to End Tenancy.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Notice to End Tenancy valid?

Background and Evidence

On May 2, 2012, the Landlord served the tenant with a two month notice to end tenancy for landlord’s use of property (the “Notice”). The Landlord states that the unit will be used by immediate family members as storage, including one of the family members who intends on storing her business inventory in the unit.

The Landlord supplied a copy of the daughter’s notice to end the commercial lease where her business inventory has been kept. The Landlord also supplied a letter from another daughter indicating the use by her family of the storage room provided by the unit. The Landlord states that the inventory is currently being stored in the daughter’s home until the unit becomes empty. The Landlord states that they were also concerned to give the Tenant lots of time to find another unit and so gave the Tenant more than the two months required notice.

The Tenant states that she does not believe the Landlord's reason for the occupation of the unit as the Landlord has other options to provide storage to her family. These options include a large house with two floors of space being occupied only by the Landlord and an empty garage. The Tenant states that the Landlord wants to end the tenancy because the Tenant asked for heat to be provided. The Tenant states that the last time she asked for heat to the unit, the Landlord served her with a notice to end the tenancy. The Tenant states that the heat was back on in the unit by approximately May 12, 2012. The Tenant states that she believes the Landlord will not be using the unit but will be renting the unit out to another tenant. The Tenant states that the previous tenant was asked to leave for Landlord's use of the home but that the Landlord then rented the unit to her.

The Landlord states that the garage is not a suitable place for the storage of the inventory as the inventory is bridal supplies and nobody will purchase or try on bridal supplies in a garage. The Landlord states that prior to the Tenant's tenancy, the Landlord's daughter occupied the unit. The Landlord states that the heat was never turned off for the unit but that every time the Tenant would ask for the heat, the Tenant would refuse to allow the Landlord in the unit to make repairs. The Landlord states that the one time the Tenant did allow the Landlord in, the heat was repaired. The Landlord states that when the Tenant received the previous notice to end tenancy it was because the Landlord's daughter was going to move into the unit. The Landlord states that because the previous notice was not in the appropriate form, and because the daughter changed her mind about moving into the unit, the notice was allowed to lapse and the tenancy continued.

Analysis

Section 49 of the Act provides that a landlord may end a tenancy if the landlord or a close family member intends in good faith to occupy the rental unit. Given the evidence of the Landlord and the Landlord's family member, I find that the Landlord has a good faith intention to use and occupy the unit as stated. I do not find that the Tenant has

provided sufficient evidence to determine otherwise. Accordingly, I find the Notice to be valid and I dismiss the Tenant's application.

Conclusion

The Tenant's application is dismissed.

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 11, 2012.

Residential Tenancy Branch