



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for the landlord's use of the property and for the recovery of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues to be Decided

Has the landlord validly issued the notice to end tenancy and does the landlord intend, in good faith, to move into the rental unit?

Background and Evidence

The rental unit is a mobile home located in a manufactured home park. The pad is also owned by the owner of the mobile home. The tenant moved into this unit approximately 22 years ago. The current monthly rent is \$481.80.

The landlord issued the tenant a two month notice to end tenancy, on August 31, 2012, to be effective on October 31, 2012. The reason the landlord gave the notice to the tenant is described as, 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 tenant has alleged that the landlord is issuing the Notice in bad faith, and has no intention of moving into the rental unit. The tenant has also alleged that the landlord is looking to rent this unit at a higher rent than what the tenant is currently paying.

The landlord's son testified that he is 25 years old and currently living at home and would like to move out on his own. He has already resigned from his current job and has moved some of his belongings to the city in which the mobile home is located. His belongings are currently in storage at a friend's home. The landlord confirmed that her son has plans to occupy the rental unit.

Analysis

When the tenant alleges bad faith on the part of the landlord, the landlord has an onus to prove they are acting in good faith. Based on the sworn testimony of the landlord, I find that the landlord's son intends in good faith to occupy the rental unit for his personal use.

The tenant argued that the landlord had failed to act in good faith and in the absence of any evidence to support this allegation; I find the landlord has met the good faith requirement of the legislation and intends to allow her son to move into the rental unit.

Therefore, I find that the Notice to End Tenancy must be upheld and accordingly I dismiss the tenant's application.

At the hearing the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55, upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The Notice to End Tenancy is upheld and I grant the Landlord an order of possession effective on or before **1:00 p.m. on November 01, 2012**. The tenant must bear the cost of filing her 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: October 17, 2012.

Residential Tenancy Branch