



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for compensation for damage or loss suffered under the Act, the regulation or the tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy began on or about October 1, 2011 and ended on August 23, 2012. Rent in the amount of \$600.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$300.00, which has already been returned.

The tenant gave the following testimony:

The tenant stated that she received a Two Month Notice to End Tenancy for Landlords Use of Property on July 31, 2012 with an effective date of September 30, 2012. The tenant vacated the unit early on August 23, 2012. The tenant stated that the landlord issued the notice as he and his wife and daughter were going to move into the property as their accommodations had become too small for them. The tenant stated that the landlord later changed his story and said his son was going to move in and that he went

to Mexico for a family vacation for several months. The tenant doesn't believe that the landlords' son ever lived in the property. The tenant stated that the landlord never occupied the unit and did not act in good faith.

The landlord gave the following testimony:

The landlords stated that originally he, his wife and daughter were going to occupy the house; however it became necessary for his son to move into the house. The landlord stated that their present accommodations were "pretty tight" with their son living there but with him moving into the subject property it would resolve the problem. The landlord stated that his son moved in about two days after the tenant moved out and resided there until April 1, 2013. The landlord feels that he has abided with the conditions of the notice.

Analysis

The tenant feels that the landlord wasn't being truthful when he told her that he and his wife and daughter were going to move in. The tenant does not feel the notice is valid if his son moved into the property, which she adamantly disputes that he ever did. The basis for issuing the notice reads as follows:

The rental unit will be occupied by the landlord, by the landlords spouse or close family member (father, mother or child) of the landlord or the landlords' spouse.

The landlord stated numerous times during the hearing that his son has lived on the property from August 2012- April 2013. The tenant disputed that fact but did not provide sufficient evidence to support her position. Based on all of the above and on the balance of probabilities, I find that the landlords acted in good faith when issuing the notice and accept that his son did occupy the home during the time in question.

The tenant has not been successful in her application.

Conclusion

The tenants' application is dismissed in its entirety without leave to reapply.

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 05, 2013

Residential Tenancy Branch

