



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Haoyun Enterprises Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

This hearing dealt with an application by the tenant seeking to have a Two Month Notice to End Tenancy for Landlords Use set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice set aside?

### Background and Evidence

The tenancy began on or about the spring of 2004. Rent in the amount of \$385.00 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 \$187.50.

The tenant and his agent gave the following testimony:

The tenants' agent stated that the tenant disputes the notice. The tenants' agent stated that the landlord has issued the notice to stop hearing complaints from the tenant. The agent stated that this tenant has been targeted for economic reasons as he pays the least amount of rent.

The landlord gave the following testimony:

The landlord stated that she issued the notice to convert the unit into a caretaker's suite. The landlord stated that she was willing to be flexible with move out date. The landlord stated that she would accept the tenant vacating by March 31, 2014. The landlord stated she wants the tenancy to end and the tenant to move out.

### Analysis

The parties indicated that they had discussions outside of this hearing in regards to settling the matter. The landlord was content with the tenant moving out by March 31, 2014 but only "if he moves out for sure, for sure". The tenant considered this proposal however countered with being able to move into another unit when one becomes available. The parties made attempts to negotiate further but to no avail and the matter proceeded as scheduled.

In the case before me the landlord must provide evidence to prove the "good faith" requirement for the reasons given on the Notice to End Tenancy by first intending to use the premises for the purpose stated, in this case it is to convert the rental unit for use by a caretaker, manager or superintendent, and secondly the landlords must not have a dishonest or ulterior motive as the primary motive for seeking to have the tenants vacate the premises.

The tenant has submitted that the landlord is acting in a retaliatory manner "because she doesn't like that I complain so much". The landlord does not agree with the statement made by the tenant. The landlord stated that she treated him "like family". The landlord stated that she would give the tenant a 30% discount at her restaurant anytime that he would attend and that she did not raise the rent in the nine years that he lived there.

The landlord advised that English was her second language and that she found some difficulty in expressing herself however I had no issues with understanding the landlord or her wish for the tenancy to end. The landlord stated that she used to reside as the live in manager for ten years in this location and was "a good thing for the service of tenants". The landlord stated that she feels it would be beneficial to the tenants to have a live in manager on site again. The tenant was unable to provide sufficient evidence that this was not the landlord's intent. On the balance of probabilities, the tenant was unable to satisfy me that the landlord is not acting in "good faith".

The tenant has not been successful in his application.

Neither party submitted a copy of the Notice to End Tenancy for this hearing but both parties agreed the notice was dated October 22, 2013 and served on October 23, 2013 with an effective date of December 31, 2013. The agent for the tenant stated that she was satisfied that the notice was filled out correctly.

The Notice remains in full effect and force.

Based on the above facts I find that the landlord is entitled to an order of possession. 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 landlord is granted an order of possession.

The tenants' application is dismissed in its entirety.

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: December 12, 2013

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Residential Tenancy Branch

