



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This was a hearing with respect to the tenant's application to cancel a two month Notice to End Tenancy for landlord's use. The hearing was conducted by conference call. The tenant attended the hearing with her nephew, who acted as her translator and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy dated April 10, 2014 be cancelled?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Burnaby. The tenancy began in April, 2013. The monthly rent is \$700.00. The tenant was served with a two month Notice to End Tenancy dated April 10, 2014. The Notice to End Tenancy requires her to move out of the rental unit by June 30, 2014. The tenant applied to dispute the Notice to End Tenancy.

At the hearing the landlord testified that he served the Notice to End Tenancy because his wife's parents are immigrating to Canada and have been granted permanent residence status. He testified that they will be arriving within the next two weeks and intend to reside in the rental unit that is the basement suite of his house.

The landlord submitted documents from the Government of Canada confirming the status of his wife's parents and the approval of their application for permanent residence. The landlord did not provide the tenant with a copy of these documents.

The tenant testified that she disputed the Notice to End Tenancy because the landlord attempted to raise her rent improperly and without using the proper rent increase form before he served the tenant with a two month Notice to End Tenancy. According to a document submitted by the tenant, consisting of a photograph of a text message, the landlord requested a rent increase on March 20, 2014. The tenant complained that the landlord failed to give his documentary evidence to her and suggested that he was trying to end her tenancy because she did not agree to the rent increase. The tenant did not have any evidence to suggest that the landlord did not intend to have his mother and father-in-law move into the rental unit.

At the hearing the landlord requested that the Notice to End Tenancy be upheld and that an order for possession be granted.

The parties disagreed about the payment of rent. Both the landlord and the tenant agree that the tenant did not pay rent for May and that this free rent constituted the compensation required

pursuant to the Notice to End Tenancy, but they disagreed about rent paid for June. The landlord said that the tenant paid only \$350.00 rent for June in cash. The tenant said that she gave the landlord's wife \$700.00 in cash on or around June 9th.

Analysis

The landlord's affirmed testimony is that he gave the Notice to End Tenancy because his wife's parents are immigrating to Canada and will live in the rental unit. I accept the landlord's testimony and I find that the Notice to End Tenancy was given in good faith and I therefore deny the tenant's application to cancel the Notice to End Tenancy. The tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

If the landlord does not use the rental unit for the purpose stated in the Notice to End Tenancy then the tenant's remedy will be to apply for compensation pursuant to the provisions of section 51 (2) of the *Residential Tenancy Act*.

The matter of the rent payment for June and what amount may have been paid by the tenant is not a matter that is before me on this application. If the parties do not resolve this matter between themselves then it may be resolved by a further application, either for unpaid rent or with respect to the security deposit that the landlord holds.

Conclusion

Section 55 of the *Residential Tenancy Act* provides as follows:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,
- (a) the landlord makes an oral request for an order of possession, and
 - (b) the director dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's application to dispute the landlord's Notice to End Tenancy. The landlord made an oral request for an order of possession at the hearing. Pursuant to section 55 I grant the landlord an order for possession effective June 30, 2014 after service upon the tenant. This order may be registered in the Supreme Court and enforced as an order of that court.

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 19, 2014

Residential Tenancy Branch

