



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century Place Apartments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNL, FF

Introduction

The hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Two Month Notice to End Tenancy and to recover the filing fee from the Landlord for the cost of the Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

Should the Notice to End Tenancy be set aside?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began in 2009.

The Landlord and the Tenant agree that the Landlord posted a Notice to End Tenancy for a Landlord's Use of Property on the front door of the rental unit on April 25, 2014, which declared that the Tenant must vacate the rental unit by June 30, 2014. The reason for ending the tenancy cited on the Notice to End Tenancy is that the Landlord intends to convert the unit for use by a caretaker, manager, or superintendent of the residential property.

The Agent for the Landlord stated that the Building Manager and her son currently manage this residential complex and two residential complexes in New Westminster, BC. She stated that they live in one of the complexes in New Westminster, which has been sold.

The Agent for the Landlord stated that the Building Manager and her son will be moving to this rental unit on July 01, 2014, at which time they will manage this residential complex and one residential complex in New Westminster.

The Agent for the Landlord stated that the Building Manager and her son cannot move into a unit in the other residential complex in New Westminster, as there are no two bedroom units in that complex. She stated that they cannot move into unit 107 in the residential complex in Burnaby, which would be the preferred complex for the managers, as the occupants of that unit have a fixed term lease that expires on September 01, 2014, and the managers need a new residence by July 01, 2014. The Landlord stated that this rental unit is the most suitable unit for the managers.

The Building Manager stated that she and her son intend to move into this rental unit and to continue managing this residential complex and a second residential complex in New Westminster.

The Tenant argued that the eviction is totally unfair, as she has been a model tenant; that she assumes hers is the cheapest two bedroom unit in the residential complex; that the Landlord wants the Building Managers to live in her rental unit for the Landlord's "convenience"; and that her suite is not an ideal location for a manager's suite, as it is on the third floor, facing the rear alley.

Analysis

Section 49(6)(e) of the *Residential Tenancy Act (Act)* stipulates that a landlord may end a tenancy if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to convert the rental unit for use by a caretaker, manager, or superintendant of the residential property.

On the basis of the testimony of the Agent for the Landlord and the Building Manager, I find that the Notice to End Tenancy was served as the Landlord wishes to use it as a suite for the managers of this residential complex. I therefore find that the Landlord has grounds to end this tenancy, pursuant to section 49(6)(e) of the *Act*.

There is no evidence before me that the Landlord requires permits or approvals for this conversion. Given that there are no physical changes being made to the rental unit, I find it highly unlikely that permits would be required.

There is no evidence before me that causes me to conclude that the Landlord has served this Notice to End Tenancy in bad faith. On the basis of the testimony of the Agent for the Landlord, I find that the Landlord considered all reasonable options and determined that this is the most appropriate unit for the building managers.

As the Landlord has the right to end this tenancy pursuant to section 49(6)(e) of the *Act* and there is no evidence that the Landlord is acting in bad faith, I dismiss the Tenant's application to set aside the Notice to End Tenancy.

While I understand the Tenant's concerns that the displacement is a hardship, the Landlord has the right to displace a tenant under these circumstances. I note that the Tenant is entitled to compensation that is the equivalent of one month's rent payable under the tenancy agreement. This compensation is intend to compensate the Landlord for the inconvenience and cost of moving.

I find that the Tenant's application is without merit, and I therefore dismiss his application to recover the filing fee from the Landlord that was paid for filing this Application for Dispute Resolution.

Conclusion

The Two Month Notice to End Tenancy remains in full force and effect and the Tenant is obligated to vacate the rental unit by the effective date of that Notice, which is June 30, 2014.

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 17, 2014

Residential Tenancy Branch

