



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: CNL, FF

Introduction

This Dispute Resolution hearing was convened to deal with the tenant's application to cancel a Two-Month Notice to End Tenancy for Landlord's Use dated September 24, 2014 and effective November 30, 2014.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Should the 2-Month Notice to End Tenancy for Landlord's Use be cancelled?

Background and Evidence

The tenancy began approximately 2 years ago and the rent is \$750.00. The tenant submitted into evidence a copy of the Two-Month Notice to End Tenancy for Landlord Use.

The landlord testified that they are terminating the tenancy to re-rent the unit to a close family member. The landlord testified that his daughter and niece will be renting the unit and the landlord submitted a copy of a tenancy agreement to commence on December 1, 2014 signed by the landlord's daughter and niece.

The tenant is disputing the landlord's notice on the basis that it was issued in bad faith. According to the tenant, the landlord is trying to terminate the tenancy as a reprisal for the tenant's requests for repairs to the septic field and the fact the tenant declined to purchase the home. The tenant also pointed out that the landlord had made an earlier

attempt to illegally evict the tenant by giving the tenants a noncompliant 30-day verbal eviction notice on the alleged basis that the landlord was going to move into the home.

The tenant pointed out that they were never told of the landlord's plans to rent the unit to the landlord's daughter and niece.

The tenant requests that the 2-Month Notice to End be cancelled.

Analysis

The burden of proof is on the landlord to establish that the Two-Month Notice to End Tenancy for Landlord's Use was issued in good faith. After a detailed discussion on the subject of ending the tenancy relationship, the parties were not able to agree on a date for mutually ending the tenancy.

In weighing the tenant's evidence against the landlord's evidence I find, on a balance of probabilities that the Two Month Notice to End Tenancy for Landlord's Use was not issued in bad faith, although there were clearly other factors of concern between the tenant and the landlord's agent that had negatively impacted this tenancy.

I accept the landlord's evidence that he has rented the unit to his daughter and niece as verified by the written and signed tenancy agreement in evidence.

Accordingly, I find that the Two Month Notice to End Tenancy for Landlord's Use will not be cancelled and remains in effect. I hereby dismiss the tenant's application without leave to reapply.

Conclusion

The tenant is not successful in the application, and the tenant's application is dismissed.

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: November 17, 2014

Residential Tenancy Branch

