



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, MT, DRI, FF

### 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 and the landlord called in and participated in the hearing. The tenant also applied to dispute what was claimed to be an additional rent increase and for more time to file the application to dispute the Notice to End Tenancy. I do not have evidence of a current claim by the landlord for a rent increase. If the landlord did seek a rent increase it has been withdrawn and this portion of the tenant's claim is dismissed.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated November 17, 2014 be cancelled?

### Background and Evidence

The rental unit is a house in Abbotsford. There is no written tenancy agreement. The tenant is the former owner of the rental unit. He sold the house to the current landlord and the parties then made an oral agreement to allow the tenant to continue to occupy the unit at a monthly rental of \$1,000.00.

The landlord testified that he now intends to live in the rental unit with his family. He testified that he personally served the tenant with a two month Notice to End Tenancy for landlord's use by handing a copy to him at the rental unit on November 17, 2014. The tenant disputed the landlord's testimony; he said that the Notice to End Tenancy was not delivered until December 6, 2014 when he found the Notice to End Tenancy outside the door of the rental unit. He said the Notice was back-dated to November 17, 2014.

The tenant submitted that the landlord does not intend to live in the unit. He said that the landlord recently asked him for a 60% rent increase and said that the landlord also has the house up for sale. The tenant claimed that the landlord wants to find a new tenant to pay a higher rent and that is the reason why the landlord wants to evict him.

The landlord acknowledged that he did have the house listed for sale, but he testified that he has cancelled the listing so that he can move into the house with his wife and child. The landlord said that the tenant has been living in the house since 2013 when it was intended that he would only stay for a short time. He said that he asked the tenant for a rent increase because the tenant is not paying market rent and the tenancy has gone on for longer than intended. He said that he has not given the tenant a formal notice of rent increase; he has not collected any increased rent and has abandoned any plan to increase the rent because he intends to move into the house as soon as he can.

During the hearing the landlord offered to allow the tenant until February 28, 2015 to move out of the rental unit. The tenant agreed that he would move by the end of February. The landlord is aware that the tenant is entitled to compensation equivalent to one month's rent and may therefore choose to have the last month free of rent. The tenant is also aware that he can make a further application for dispute resolution to claim compensation from the landlord if the rental property is not used for the purpose stated in the Notice to End Tenancy.

#### Analysis and conclusion

Pursuant to the agreement of the parties, I dismiss the tenant's application to cancel the Notice to End Tenancy and I grant the landlord an order for possession effective February 28, 2015, after service on 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: January 19, 2015

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Residential Tenancy Branch

