



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants for an order cancelling a notice to end tenancy for landlord's use of property and to recover the filing fee from the landlord for the cost of the application.

The landlord and both tenants attended the hearing and the landlord was accompanied by his spouse, however the only party who testified was the landlord.

Issue(s) to be Decided

Has the landlord established that the notice to end the tenancy was given in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this fixed term tenancy began on August 1, 2014 and expires on August 1, 2015. Rent in the amount of \$1,700.00 per month is payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$850.00 as well as a pet damage deposit in the amount of \$850.00.

The landlord issued a notice to end the tenancy, a copy of which has been provided for this hearing. The form used is a 2003 version and contains 4 pages. The notice is dated November 25, 2014 and contains an expected date of vacancy of March 1, 2015. The reasons for issuing the notice are:

- A landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit;
- A landlord that is a family corporation may end a tenancy in respect of a rental unit if a person owning voting shares in the corporation or a close family member of that person, intends in good faith to occupy the rental unit.

The landlord testified that he and his family intend in good faith to occupy the rental unit. The landlord and his spouse are expecting another child and require a larger unit to accommodate the family.

Analysis

The *Residential Tenancy Act* provides for a landlord to end a tenancy if the landlord intends in good faith to occupy the rental unit. However the *Act* also specifies that the approved form be used and that the effective date of vacancy cannot be sooner than 2 months after the tenant receives the notice and, if the tenancy agreement specifies a fixed term, cannot be sooner than the date specified as the end of the tenancy.

In this case, the landlord has not used the approved form, and the tenancy is fixed until August 1, 2015. Therefore, I find that the landlord has not issued the notice to end the tenancy in accordance with the *Act*.

The notice to end tenancy is hereby cancelled and the tenancy continues.

I hereby order the tenants to reduce rent for February, 2015 by \$50.00 as recovery of the filing fee.

Conclusion

For the reasons set out above, the notice to end tenancy is hereby cancelled and the tenancy continues.

I hereby order the tenants to reduce rent for February, 2015 by \$50.00 as recovery of the filing fee.

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 06, 2015

Residential Tenancy Branch

