



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

The tenants apply to cancel a two month Notice to End Tenancy given for “landlord use of property” received by them on February 1, 2016.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord has given the eviction Notice in good faith and for valid reasons?

### Background and Evidence

The rental unit is the one bedroom upper portion of a house that has been divided into two rental units. The landlord rents the lower portion to others.

The tenancy started January 1, 2016. There is a written tenancy agreement. It is a month to month tenancy and the rent is \$875.00, due on the first of each month. The landlord holds a \$437.50 security deposit.

The Notice in question claims that the landlord or a close family member will occupy the rental unit.

The landlord testifies that he has also given a two month Notice to his lower tenant, effective at the end of March. He will be moving in to that accommodation and then, once this tenancy has ended he will be moving into this accommodation himself and his parents will move into the lower rental unit.

The tenants testify that the landlord has disclosed that he intends to do renovation work in their suite once they've left. They say that the landlord does not have permits necessary to do such work.

The tenants say that the lower tenant, who moved in in December 2015, was forewarned by the landlord that he would be ending her tenancy by the end of March 2016 so that he could conduct renovations in her suite.

The landlord responds saying he did not forewarn the lower tenant of anything but that the plumbing in her suite needed repair "and maybe some other renovations." He says there was no discussion of any "major" renovations.

He says that at present he does not know what renovations will be undertaken.

### Analysis

Section 49 of the *Residential Tenancy Act* (the "RTA") provides that 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.

One's parent is a close family member under the definition provision in s. 49.

The evidence presented at this hearing satisfies me on a balance of probabilities that the landlord intends to occupy the rental unit in question for the foreseeable future.

Whether or not he contemplates renovation work while he occupies the rental unit does not affect the fact that he will occupy the premises and will not convey the right to exclusive possession to another once any renovation work is complete. I conclude that the Notice is a valid Notice to End Tenancy.

On the competing evidence I am unable to conclude that the landlord hid his intentions from the tenants when the parties negotiated the month to month tenancy agreement.

Conclusion

The tenants' application must be dismissed. I decline to award them recovery of the filing fee.

Section 55 of the *RTA* obliges me to issue an order of possession to the landlord in these circumstances. He will have an order of possession effective at one o'clock in the afternoon of April 30, 2016.

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: March 30, 2016

---

Residential Tenancy Branch

