



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL; CNL

### Introduction

This hearing addressed the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the "Act") for an order of possession for landlord's use,.

This hearing also addressed the tenant's cross application pursuant section 49 of the *Residential Tenancy Act* (the "Act") to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property, ("2 Month Notice").

The tenant and landlord attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that he only received the cover page and not the entire hearing package from the tenant. Although the tenant did not serve the application in accordance with the *Act*, I find pursuant to section 71 (2)(b) of the *Act*, that the application was sufficiently served. The tenant confirmed receipt of the landlord's application for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the application.

### Issue(s) to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

### Background and Evidence

The parties testified that this tenancy began on July 5, 2013 on a fixed term ending July 5, 2014 at which time it continued on a month-to-month basis. Rent in the amount of \$1,200.00 is payable on the first of each month. The tenant remitted \$600.00 for the security deposit and \$300.00 for the pet deposit at the start of the tenancy. The tenant continues to reside in the rental unit.

On May 13, 2016 the landlord issued the 2 Month Notice, indicating that the rental unit will be occupied by the landlord or the landlord's close family member. The notice indicates an effective move-out date of July 31, 2016. The landlord testified that he

currently lives in a separate rental property and plans to occupy the rental unit August 1, 2016. The landlord testified that this move will reduce his cost of living and be more convenient for work.

The tenant testified that he is seeking more time to find alternate housing. The tenant has been looking to rent or buy and has only recently begun the financial tasks associated with purchasing a home. The tenant requires more time to get his affairs in order to find alternate housing.

### Analysis

The *Act* allows a landlord to end a tenancy if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit. Although the tenant filed an application to cancel the 2 Month Notice, he did not question the good faith of the landlord; instead he requested an extension of time to vacate the rental unit. Therefore I am not obligated to make a finding on good faith but rather on the tenant's request for more time. There is no provision in the *Act* that allows a tenant to extend time to vacate a rental unit. Accordingly, I dismiss the tenant's application to cancel the 2 Month Notice and uphold the landlord's 2 Month Notice.

### Conclusion

The tenant's application to cancel the 2 Month Notice is dismissed without leave to reapply.

I grant an order of possession to the landlord **effective at 1:00 p.m. on July 31, 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: June 21, 2016

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Residential Tenancy Branch