



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the two month Notice to End Tenancy dated June 30, 2016.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The landlord failed to produce any documentary evidence. Neither party provided a copy of the 2 month Notice to End Tenancy.

I find that the 2 month Notice to End Tenancy was sufficiently served on the Tenant. I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by placing it in the mail slot on July 5, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one may Notice to End Tenancy dated June 30, 2016?

Background and Evidence

The tenancy began on July 12, 2010 when the parties entered into a month to month oral tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$375 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$177.50 at the start of the tenancy.

Neither party produced a copy of the 2 month Notice to End Tenancy. However, the tenant testified it is dated June 30, 2016, set the end of tenancy for August 31, 2016 and sets the following grounds:

- A family corporation owns the rental unit and it will be occupied by an individual who owns, or whose close family members own, all the voting shares

The tenant gave the following evidence:

- The rental property houses 10 rooms. He has the smallest room and has been paying rent of \$375 per month.
- Presently, 5 rooms are vacant.
- The landlord is forcing residents to leave in order to rent the rooms to foreign students.
- The landlord owns a number of properties himself and through various companies.

The representative of the landlord testified as follows:

- Her father passed away in May of this year.
- The rental property is a heritage house. Her father very much loved the house and asked that she move in with her family.
- She has sold the house that she is presently living in.
- She wants to move into the rental property and renovate. It is close to the UBC and will be accessible for her son should he go to university next year.
- She owns the property in joint tenancy with her mother and her deceased father.

Analysis

After carefully considering all of the evidence I determined the landlord has failed to present sufficient evidence to establish a good faith intention to move into the rental unit for the following reasons:

- The Notice to End Tenancy alleges the landlord is a family corporation. The representative of the landlord testified that she owns the property in joint tenancy with her mother and her deceased father. The representative of the landlord failed to present documents to establish the registered owner of the rental property I determined the Notice to End Tenancy is not valid and must be set aside based on the evidence of the representative of the landlord who testified the property is not owned by a family corporation but it is owned individually.
- If the evidence of the representative of the landlord is incorrect (the property is owned by a corporation and not individually) the Notice must be set aside as the representative of the landlord failed to provide sufficient evidence as to the voting

structure of the corporation to prove that it is a family corporation as defined by the Act,

- The representative of the landlord alleged that she intends to move into the rental property. However, she failed to present any documentary evidence to corroborate this testimony.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has failed to present evidence to establish sufficient cause to end the tenancy. As a result I ordered that the two month Notice to End Tenancy dated June 30, 2016 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

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: August 16, 2016

Residential Tenancy Branch