



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel two, 2 Month Notice to End Tenancy for Landlord’s Use of Property, (the “Notices”) issued on January 31, 2017 and February 28, 2017. The Notice issued on February 28, 2017, was simply to making changes to the original notice as the tenant pointed deficiencies in the notice in their application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice to End Tenancy and the tenant’s application to recover the filing fee at this proceeding. The balance of the tenant’s application is dismissed, with leave to reapply.

Issue to be Decided

Should the Notices be cancelled?

Background and Evidence

The parties entered into a fixed term tenancy that began on July 1, 2016, and expired on January 31, 2017. The tenancy reverted to a month-to-month thereafter. Rent in the amount of \$1,605.00 was payable on the first of each month. The tenant paid a security deposit of \$800.00.

The parties agreed that the later of the two Notices that was served on the tenant indicating that the tenant is required to vacate the rental unit on May 1, 2017.

The reason stated in the Notice was that:

- The rental unit will be occupied by the landlord's close family member (parent, spouse, or child; or the parent or child of the individual's spouse).

The landlord testified that they originally purchased the property for their son and his family which the property is located one block from where they currently live; however, their son decided to move out of the country.

The landlord testified that in January 2017, their daughter and her boyfriend announced that they wanted to live together. The landlord stated as their daughter lives with them they allowed their daughter's boyfriend to move into their house and they were going to share the accommodations; however, the landlord stated that they were not comfortable having another man share the house and asked their daughters partner to leave until alternate arrangements could be made.

The landlord testified that they want their daughter to be able to move into the premises with her partner and start their own life as adults. The landlord stated that they bought the property so their children would be able to have affordable housing when the time came.

The tenant testified that while the landlord's daughter maybe moving into the premises; however, they believe the landlord may have ulterior motives. The tenant stated that they have a poor relationship with the landlord since the tenancy commenced. Filed in evidence are emails between the parties.

The tenant testified that there were also discussions with the landlord about a modest rent increase. The tenant stated that the landlord also needs to make repairs to the roof in the summer, which they will have to vacate the premises while asbestos is being removed and it does not make sense to have his daughter move in before the repairs are completed.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to support the reason stated in the notice.

I accept the relationship between the parties has been difficult throughout the tenancy; however, that does not mean the landlord has an ulterior motive to end the tenancy.

There was no evidence that the landlord wanted the tenant to vacate the premises simply to increase the rent. While the parties had discussed a rent increase that amount was not significant and the calculation is likely within the amount allowable by the Regulations.

Further, I accept repairs are required to be made to the roof during the summer months and vacant possession is required during this time to remove asbestos. While it may be more practical to have their daughter move into the premises after the repairs are completed. However, the landlord is entitled to make whatever decision they have determined best for their family.

There is no evidence that the landlord has plans to rent the premises to a none family member. In this case, the landlord's daughter is currently living with them and their daughter wants to move into the premises and start an adult relationship with their partner. I find that is reasonable and it has the ring of truth.

I find the Notice issued on February 28, 2017, has been proven by the landlord and is valid and enforceable.

Therefore, I dismiss the tenant's application to cancel the Notice issued on February 28, 2017. The tenancy will legally end on May 1, 2017, in accordance with the Act.

Since I have dismissed the tenant's application, I find that the landlord is entitled to an order of possession effective **May 1, 2017 at 1:00 P.M.** This order must be served on the tenant and may be filed in the Supreme Court.

Since the tenant was not successful with their application, I find the tenant is not entitled to recover the filing fee from the landlord.

Conclusion

The tenant's application to cancel the Notices is dismissed. The landlord is granted an order of possession pursuant to section 55 of the Act.

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 15, 2017

Residential Tenancy Branch