



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel 2 Month Notice to End Tenancy for Landlord’s Use of Property, (the “Notice”) issued on March 6, 2017.

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 sufficient reasons to terminate the tenancy for the reasons given on the Notice.

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

Issues to be Decided

Should the Notice be cancelled?

Background and Evidence

The tenancy began on approximately 22 years ago. Rent in the amount of \$640.00 was payable on the first of each month. The tenant paid a security deposit of \$235.00.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on May 31, 2017.

The reason stated in the Notice was that the rental unit will be occupied by the landlord or the landlord’s close family member (parent, spouse or child; or the parent or child of that individual’s spouse).

The landlord's agent testified that when the landlord bought the property their intention was always that their child would live in the property when they finished university and begin their own life as an adult. The agent stated the landlord's child has finished school is working, and wants to move from the family home to start their own life as an adult.

The landlord's agent testified that the landlord had a discussion with the tenant on this issue almost one year ago, and the tenant at that agreed to move when the time came. The agent stated after further discussion with the tenant they were required to serve the tenant with a Notice to end the tenancy.

The tenant testified that they did have a previous discussion with the landlord that their child would be moving in when finished school. The tenant stated the landlord's child has not made an application to change the hydro, or any other utilities into their own name which would be reasonable if they truly intend to live in the rental unit. The tenant stated that the landlord also made extensive repairs to the other unit.

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 Notice.

In this case the rental unit was purchased by the landlord with the intent that their child would reside in the property after completing university. The child has finished school and is now a young working adult and wants to start their own life. I find that to be reasonable and has the ring of truth, as this also been discussed between the parties for the last year.

Further, I find there is no requirement for the landlord's child to put the utilities in their name before moving in to the property and in any event that is a family matter and not for me to decide.

Furthermore, even if I accept the landlord updated and made repairs to second unit; the landlord is required under the Act to maintain and repair, when they determine it is necessary. There is no evidence provided by either party that the Notice was issued in bath faith.

I find the Notice issued on March 6, 2017, has been proven by the landlord and is valid and enforceable. Therefore, I dismiss the tenant's application to cancel the Notice.

Since I have dismissed the tenant's application, I find that the landlord is entitled to an order of possession effective **May 31, 2017, at 1:00 P.M.** This order must be served on the tenant and may be filed in the Supreme Court.

Conclusion

The tenant's application to cancel the Notice, issued on March 6, 2017 is dismissed. The landlord is granted an order of possession.

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: April 21, 2017

Residential Tenancy Branch