



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FirstService Residential BC Ltd. dba FirstService  
and [tenant name suppressed to protect privacy]

## DECISION

### Dispute Codes

CNL; MNSD; OLC; SS; FF; O

### Introduction

This is the Tenants' Application for Dispute Resolution, made April 5, 2017, seeking to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property; for return of the security deposit; for an Order that the Landlord comply with the Act, regulation or tenancy agreement; for an Order allowing the Tenants to serve the Landlord with documents in a manner different than described in the Act; to recover the cost of the filing fee from the Landlord; and other unspecified orders.

Both parties signed into the teleconference and gave affirmed testimony.

It was confirmed that the Landlord received the Notice of Hearing documents and copies of the Tenants' documentary evidence. It was also confirmed that the Tenants received the Landlord's documentary evidence.

At the time of making their Application for Dispute Resolution, the tenancy had not ended and therefore I explained to the Tenants that their request for return of the security deposit is pre-mature. This portion of their Application is **dismissed with leave to reapply**.

The Tenant AM withdrew her application for substituted service.

When a party seeks "other" Orders, it is required that they provide sufficient details in the Application with respect to what Orders they seek and under what section of the Act the Orders are sought. I find that the Tenants' Application does not set out sufficient details and this portion of their Application is dismissed.

### **Issue(s) to be Decided**

Is the 2 month Notice to End Tenancy for Landlord's Use of Property issued March 20, 2017 (the "Notice"), a valid notice?

### **Background and Evidence**

It was established that the Tenant received the Notice, by registered mail, on March 31, 2017.

The Notice provides the following reason for ending the tenancy:

The rental unit will be occupied by the landlord's spouse or a close family member (mother, father, or child) of the landlord or the landlord's spouse.

The Landlord's agent GJ testified that the owner's daughter is downsizing and wishes to reside in the rental unit. The Landlord provided a copy of a form entitled "Owner's Intention to Occupy" dated March 13, 2017, and signed by the owner of the rental unit.

The Tenant AM testified that the owner, an agent of the Landlord's and a friend of the owner's all attended for an inspection of the rental unit on March 6, 2017. She stated that she was given due notice of the inspection, but that she was not informed that the Landlord's friend would also be there. AM stated that she felt her rights were violated because she did not consent to another party going through her cupboards and closets. AM stated that she felt it was suspicious that the Landlord's friend was shown the rental unit and then three weeks later the Notice was given.

AM stated that she cannot find another place to live in the short time she was given. AM requested that the Landlord provide her with moving expenses, in addition to the compensation provided under the Act (the equivalent of one month's rent).

GJ stated that the owner wanted to inspect the rental unit to ensure it was in good repair. He stated that due notice was given for the inspection and that no offence was meant.

### **Analysis**

I find that the Landlord provided sufficient evidence that the owner's daughter intends to move into the rental unit. Section 49(3) of the Act provides that a landlord may end a tenancy for this reason. I find that the Notice complies with Section 52 of the Act and is

a valid notice to end the tenancy. Therefore, the Tenants' application to cancel the Notice is dismissed.

Further to the provisions of Section 49(2) of the Act, I find that the effective date of the Notice is May 31, 2017.

I explained to the Tenants that there is no provision in the Act for payment of a tenant's moving expenses under these circumstances. The provisions of Section 51 of the Act are intended to compensate tenants for such things as moving expenses.

The Tenants have not been successful in their Application and I find that they are not entitled to recover the cost of the filing fee from the Landlord.

### **Conclusion**

The Tenants' application for return of the security deposit is dismissed with leave to reapply. The remainder of the Tenants' Application is dismissed without leave to reapply.

Further to the provisions of Section 55 of the Act, I hereby provide the Landlord with an Order of Possession **effective 1:00 p.m., May 31, 2017**. This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: May 15, 2017

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Residential Tenancy Branch