



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated April 3, 2017
- b. An order to recover the cost of the filing fee.

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.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on April 3, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord resides on April 24, 2017. 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 two month Notice to End Tenancy dated April 3, 2017?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenant moved into the rental unit in March 2012. The present landlords purchased the rental property on July 15, 2016. The tenancy agreement between the parties provides that the tenant(s) would pay rent of \$550 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$500 on June 1, 2013. The tenant paid as security deposit of \$100 and a pet damage deposit of \$50 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- 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

Analysis:

The landlord acknowledged he is unfamiliar with the Residential Tenancy Act and that the property is not owned by a family corporation. Further, he testified that it is their intention that his mother, who is presently living in India move into the basement suite when she comes to Canada in September.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy based on the grounds set out in the Notice to End Tenancy. In particular, the rental property is not owned by a family corporation as stated in the Notice. On that basis I order that the two month Notice to End Tenancy be cancelled.

I further order that the application of the landlord reimburse the tenant the cost of the filing fee in the sum of \$100 such sum may be deducted from future rent.

**This decision is final and binding on the parties.**

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 26, 2017

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Residential Tenancy Branch