



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, FF

Introduction

The hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Two Month Notice to End Tenancy for Landlord's Use of Property and to recover the filing fee from the Landlord for the cost of the Application for Dispute Resolution.

The Tenant stated that the Application for Dispute Resolution, the Notice of Hearing, and 2 pages of evidence submitted with the Application were served to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Two Month Notice to End Tenancy be set aside?

Background and Evidence

The Landlord and the Tenant agree that:

- this tenancy began before the Landlord purchased the rental unit in June of 2017;
- on September 03, 2017 the Landlord personally served the Tenant with a Two Month Notice to End Tenancy for a Landlord's Use of Property, which declared that the Tenant must vacate the rental unit by October 31, 2017;
- the Notice to End Tenancy declared that the rental unit will be occupied by the landlord or the landlord's spouse, or a close family member of the landlord or the landlord's spouse.

The Agent for the Landlord, who is the Landlord's son, stated that the Notice was served to the Tenant because his grandmother intends to move into the rental unit. He stated that his grandmother is currently living with his aunt and his parents want her to move into this unit so she will be closer to his parents.

The Tenant stated that he believes the Landlord is ending the tenancy because he would not agree to increase the rent from \$1,000.00 to \$1,200.00. He stated that on

September 01, 2017 the Landlord told him they wanted to increase the rent to \$1,200.00 and that he did not agree to the proposed increase. The Tenant submitted no evidence to corroborate this testimony.

The Agent for the Landlord stated that the Landlord did not suggest the rent should be increased to \$1,200.00 and that the Landlord simply wants to end the tenancy to allow his grandmother to live closer to his parents.

Analysis

Section 49(4) of the *Act* stipulates, in part, that a landlord may end a tenancy if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit. I find that the Tenant has submitted insufficient evidence to refute the Landlord's submission that the Agent for the Landlord's grandmother intends to move into the rental unit. As the Agent for the Landlord is the Landlord's son, I find that his grandmother is a close family member of the Landlord.

As I have determined that the Landlord has satisfied the legislative requirements to end this tenancy pursuant to section 47 of the *Act*, I dismiss the Tenant's application to set aside the One Month Notice to End Tenancy. As the application to set aside the Notice to End Tenancy has been dismissed, I grant the Landlord an Order of Possession, pursuant to section 55(1) of the *Act*.

In adjudicating this claim I have placed no weight on the Tenant's submission that the Landlord told him the rent was going to increase the rent to \$1,200.00. I have placed no weight on this allegation as there is no evidence to corroborate the Tenant's testimony that the rent increase was discussed or that refutes the Agent for the Landlord's testimony that the increase was not discussed.

The Landlord and the Tenant are reminded of the provisions of section 51(1) of the *Act*, which stipulates that a tenant who receives notice to end a tenancy pursuant to section 49 of the *Act* is entitled to receive from the landlord before the effective date of the notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

The Landlord and the Tenant are also reminded of the provisions of section 51(2) of the *Act*, which stipulates that the landlord must pay the tenant the equivalent of two months' rent payable under the tenancy agreement if steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 of the *Act* within a reasonable period after the effective date of the notice or if the rental unit is not used for that stated purpose for at least six months beginning within a reasonable period after the effective date of the notice.

I find that the Tenant's application is without merit and I therefore dismiss his application to recover fee for filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective on November 30, 2017. This Order may be served on the Tenant, filed with 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: November 23, 2017

Residential Tenancy Branch