



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding QUAI CONSTRUCTION LTD.
and [tenant name suppressed to protect privacy]

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 Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Notice”) served on September 29, 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 evidence 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.

Preliminary and procedural matter

At the outset of the hearing the article student for the landlord stated that the tenant has named the incorrect party as the landlord and seek to have the style of cause amended.

Since the parties confirmed that the landlord is a limited company as stated in the Notice, I find it appropriate to amend the style of cause.

Issues to be Decided

Should the Notice be cancelled?

Background and Evidence

The tenancy began approximately 7 years earlier.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on November 29, 2017.

The reason stated in the Notice was that:

- The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

The article for the landlord testified that property is owned by a limited company which W-E is the sole owner. The article student stated that the landlord's daughter currently lives in Alberta and wants to move back to the province. The article student stated that the W-E's daughter and their family are planning to move into the residence. Filed in evidence corporate documents, birth certificate of the J-W, daughter, and an affidavit of J-W the landlord's daughter.

The tenant's mother testified that they do not dispute the documentary evidence submitted by the landlord. The tenant's mother stated that the landlord only wants the tenant out so they can increase the rent. The tenant's mother stated that they attempted to try and negotiate a higher rent with the landlord, however; the landlord stated "maybe two years ago but not now"

Analysis

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

How to end a tenancy is defined in Part 4 of the Act. Section 49(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that:

- The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit

In this matter, I am satisfied that the landlord's daughter is planning to move from Alberta with their family and moving into the rental premises.

While the tenant alleged this is only because the landlord wanted to increase the rent; however, that is not supported by the evidence. When the tenant's mother approached the landlord to renegotiate a higher rent the landlord was not willing to negotiate. I find the tenant has not provided any supporting evidence that the landlord has an ulterior motive.

I find the Notice issued has been proven by the landlord and is valid and enforceable.

Therefore, I dismiss the tenant's application to the Notice. The tenancy legally ended on the effective date of the Notice and the tenant is now overholding the premise.

As the landlord has accepted occupancy rent for the month of December 2017, I find it appropriate to extend the effective vacancy date to December 31, 2017, pursuant to section 66 of the Act. Therefore, I find the landlord is entitled to an order of possession effective on the above extended vacancy date.

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

Conclusion

The tenant's application to cancel the Notice 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: December 21, 2017

Residential Tenancy Branch