



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LAURIER MANAGEMENT SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL

### Introduction

This matter dealt with an application by the Tenant to cancel a 2 Month Notice to End Tenancy for the Landlord's Use of the property.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on April 6, 2018. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on February 1, 1997 as a month to month tenancy. Rent is \$1,082.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$362.50 at the start of the tenancy.

The Landlord agent said he served the Tenant with a 2 Month Notice to End Tenancy for Landlord's Use of the Property dated March 30, 2018 on March 31, 2018 in person. The Notice has an effective vacancy date of May 31, 2018. The Landlord continued to say that the Notice to End Tenancy was given to the Tenant as the daughter of the Owner and who also is an Owner of the property is moving back from Toronto and will be living in the rental unit.

The Tenant said that she has no evidence to dispute the Landlord's claim that the daughter is moving into the rental unit but the Tenant would like more time to find a new rental property to move into.

The Landlord's agent said he can extend the tenancy for use and occupancy to June 30, 2018 with the same terms as the tenancy is now. The Landlord's agent said he will talk to the owner to see if it is possible to extend the tenancy further than June 30, 2018 and he is willing to assist the Tenant in finding a new rental unit.

The Tenant agreed to the Landlord's agents offer.

### Analysis

**Section 49 (3) of the Act says:** A landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

A Landlord has the right to end a tenancy if the rental unit is being used for the owner or a close family member. I accept the Landlord's affirmed testimony that the Landlord's daughter is moving into the unit as soon as she is able too. Consequently, I find the Tenant has not established grounds to prove the 2 Month Notice to End Tenancy for Landlord's Use of the Property is not valid. I dismiss the Tenant's request to cancel the Notice to End Tenancy dated March 30, 2018 and pursuant to section 55 of the Act, I grant the Landlord an Order of Possession effective June 30, 2018 at 1:00 p.m.

### Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

An Order of Possession effective June 30, 2018 has been issued to the Landlord. A copy of the Order must be served on the Tenant in accordance with the Act: the Order of Possession and may be enforced in the Supreme Court of British Columbia.

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 16, 2018

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Residential Tenancy Branch