



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, RP

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, for the Landlord to comply with the Act, regulations and the tenancy agreement and for repairs to the unit, site or property.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on May 7, 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?
2. Has the Landlord complied with the Act, regulations and tenancy agreement?
3. Are there repairs to be completed to the unit, site or property?

Background and Evidence

The Tenant moved into the rental unit in October 2013 and the Landlord purchased the property in October 2016, therefore this tenancy began in October, 2016. The tenancy is a verbal month to month agreement as no written tenancy agreement was completed. Rent is \$1,800.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$900.00 at the start of the previous tenancy.

The Landlord said he served the Tenant with a 2 Month Notice to End Tenancy for Landlord's Use of the Property dated April 30, 2018 by putting it in the mail box of the Tenant's unit on April 30, 2018. The Notice has an effective vacancy date of June 30, 2018 on it. The Landlord continued to say that his son D.L. is moving back to Victoria to go to university and he will be moving into the rental unit as soon as it is available.

The Landlord submitted tax information to confirm his ownership of the rental unit and a letter from the university accepting his son's admission.

The Tenant said the when the Landlords purchased the rental unit in October 2016 there was no tenancy agreement completed and he believed that S.L. was the Landlord. S.L. is the brother to D.L. who is moving into the rental unit. Consequently the Tenant did not think a close family member of the Landlord as defined by the Act was moving into the rental unit. The Tenant thought the Landlord's brother was moving in. The Tenant said that is why he disputed the Notice to End Tenancy for Landlord's Use of the Property.

The Tenant continued to say if B.L. is the owner of the property and if he is the Landlord and if his son D.L. is moving in to the rental unit then he understands the Notice to End Tenancy for Landlord's Use of the Property is valid.

The Tenant asked the Landlord if the effective vacancy date could be moved to the end of August 2018 to allow him and his roommates to finish the school term.

The Landlord said in closing he wants to end the tenancy as soon as possible, so his son can move in to the unit and get ready for school. Further the Landlord said he has followed the Act and regulations correctly.

The Tenant said in closing that he believes there is disparity between landlords and tenants and he hopes the Act changes to make it fairer for the tenants.

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 and evidence that the Landlord's son is moving into the unit as soon as he 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 April 30, 2018 and pursuant to section 55 of the Act I grant the Landlord an Order of Possession effective July 31, 2018. The effective vacancy date on the Notice to End Tenancy is automatically change pursuant to section 53 of the Act as the Notice was served by putting it in the mail box which pursuant to section 89 of the Act deems the Notice was served 3 days after the Landlord delivered it or on May 3, 2018. The Tenant said he received the Notice to End Tenancy on May 1, 2018 which puts the effective vacancy date at July 31, 2018 two full months from any day in May.

Further I find the Landlord has complied with the Act, regulations and tenancy agreement therefore the Tenants claims of non compliance are dismissed without leave to reapply.

As the tenancy is ending I further dismiss the Tenant's request for repairs as this is an issue for the next tenancy.

Conclusion

The Tenant's application is dismissed without leave to reapply.

An Order of Possession effective July 31, 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: June 25, 2018

Residential Tenancy Branch