



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

The tenant applies to cancel a two month Notice to End Tenancy for landlord use of property dated April 27, 2018.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the landlord have a good faith intention of carrying out the stated purpose in the Notice?

Background and Evidence

The rental unit is the back end of a garage that has been walled off from the vehicle storage portion to create a small bachelor suite. There is a bathroom, a sink and a fridge; no stove.

There is a second rental unit located above the garage. The landlord and his common law wife live in the house on the property.

This tenancy started in July 2016. The monthly rent is currently \$450.00. The landlord holds a \$225.00 security deposit.

The tenant received the Notice on April 29. It is in the approved form and indicates that either the landlord or a close family member intends to occupy the rental unit.

The landlord testifies that the parents of his common law spouse, a co-owner, intend to occupy the rental unit.

Mr. I.W. testifies that he is the landlord's father in law. He and his wife sold their home in the lower mainland and travelled by R.V. for a year and a half. They have no reasonable place to live in the R.V. for a lengthy period of time. They suggested to the landlord the idea that they occupy the rental unit. Presently their household belongings are being stored in the garage adjacent to the rental unit and their R.V. is parked on or beside the property.

The tenant responds saying the landlord indicated a few months ago that he had spoken to a contractor about turning the rental unit and the garage into a single larger rental unit but that the Notice ultimately given is for a different purpose. He says that a housing code requires the landlord to fill out a form and have an inspection before the in laws move in.

Analysis

I have considered all the evidence presented during the hearing and find that the landlord has a good faith intention that a close family member will occupy the premises and that the close family member, his father in law, intends to occupy the premises.

Though the landlord might live in a large house, it is reasonable that the in laws would stay in a detached bedroom. Whether they intend to live in it as a self contained unit or simply as a detached bedroom is beside the point. It is only required that they have an intention to occupy it.

If the landlord will required a permit before that occupancy, it is a requirement that is not relevant at this point. It is not required that he have all permits in place before giving a two month Notice on the ground asserted.

Conclusion

The application is dismissed. This tenancy will end on June 30 as a result of this Notice.

The landlord will have an order of possession pursuant to s. 55 of the *Residential Tenancy Act* (the "Act"). I grant the landlord an immediate order but hereby delay its

effect if, on or before June 29, 2018 the tenant tenders the June rent of \$450.00. In that circumstance the tenant must vacate the premises by the end of July and the landlord is hereby prohibited from enforcing the order of possession until then. There will be no rent or occupation rent payable for July as per s. 51 of the *Act*.

The parties were informed of the new penalty provisions in the *Act*, regarding a landlord's failure to carry out the stated purpose in the two month Notice..

This decision was rendered orally at hearing and 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 26, 2018

Residential Tenancy Branch