



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code CNL

Introduction

This hearing was convened pursuant to the Tenant's Application for Dispute Resolution, made on May 10, 2018 (the "Application"). The Tenant applied for an order cancelling a Two Month Notice to End Tenancy for Landlord's Use of Property, dated April 28, 2018 (the "Two Month Notice"), pursuant to the *Residential Tenancy Act* (the "*Act*"):

The Tenant attended the hearing in person and was assisted by N.C., an advocate. The Landlord attended the hearing on his own behalf. The Tenant and the Landlord provided affirmed testimony.

The Tenant testified the Landlord was served with the Application package by registered mail on May 16, 2018. The Landlord acknowledged receipt. The Landlord did not submit any documentary evidence in response to the Application. No issues were raised during the hearing with respect to service or receipt of the above documents. Accordingly, pursuant to section 71 of the *Act*, I find the Application package was sufficiently served for the purposes of the *Act*.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was directed. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Tenant entitled to an order cancelling the Two Month Notice?

Background and Evidence

The parties confirmed the tenancy began on August 1, 2017. Rent in the amount of \$850.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$200.00, which the Landlord holds.

The Two Month Notice was issued by the Landlord on the basis that the rental unit will be occupied by the Landlord or the Landlord's close family member. Specifically, the Landlord testified that his son has completed studies at the University of British Columbia ("UBC") and intends to return home for the summer. The Landlord confirmed his son will return to UBC on August 15, 2018.

The Tenant testified the Landlord has a history of rent increases greater than what is permitted under the *Act* and recently suggested an increase to \$1,200.00 per month.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 49 of the *Act* permits a landlord to take steps to end a tenancy for the reasons enumerated therein. In this case, the Two Month Notice was issued on the basis that the rental unit will be occupied by the Landlord or a close family member of the Landlord.

I have considered the evidence and submissions of the parties. I find there is insufficient evidence before me to conclude the Landlord's son intends to occupy the rental unit. There are several reasons for making this finding. First, the Landlord did not submit documentary evidence in response to the Application. Notably absent was a written statement or direct testimony concerning his intention to occupy the rental unit. Second, the Landlord's own testimony was that the rental unit would be occupied only until August 15, 2018, at which time his son would return to UBC. Finally, although not specifically raised by the Tenant, the allegation of rent increases is a concern as it raises an issue of good faith. Accordingly, I order that the Two Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

Conclusion

I order that the Two Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

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: July 10, 2018

Residential Tenancy Branch