



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for landlord's use of property.

The tenant and both landlords attended the hearing, and each gave affirmed testimony. The parties were given the opportunity to question each other and give submissions.

No issues with respect to service or delivery of evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Have the landlords established that the Two Month Notice to End Tenancy for Landlord's Use of Property was issued in accordance with the *Residential Tenancy Act*, and in good faith?

Background and Evidence

The first landlord (AT) testified that this fixed term tenancy began on December 1, 2016 and expired on June 1, 2017 thereafter reverting to a month-to-month tenancy, and the tenant still resides in the rental unit. Rent in the amount of \$850.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$425.00 as well as a pet damage deposit in the amount of \$175.00, both of which are still held in trust by the landlords. The rental unit is a basement suite and the landlords reside in the upper level. A written tenancy agreement was signed by the parties, but a copy has not been provided as evidence for this hearing.

The landlord further testified that her husband served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property, and a copy has been provided as evidence for this hearing. It is dated May 2, 2019 and contains an effective date of vacancy of August 1, 2019. The reason for issuing it states: "The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse)." The landlord's husband's daughter and her 2 children will be moving into the rental unit. They lived with the landlords from January, 2019 to the beginning of April, 2019, but are not doing well and need a more stable environment. There are a lot of legal things going on, the daughter is not stable financially and is going through a divorce. The landlords need to help her and intend to open up the suite to the upper level and use the entire home for the family. The landlord's daughter will have a bedroom in the lower level, and the children will share a bedroom in the landlord's unit.

The landlord also testified that at one point, the landlords were looking to buy a place that would accommodate the landlords and the landlord's daughter and children, but the deal fell through.

The second landlord (GT) testified that he served the Two Month Notice to End Tenancy for Landlord's Use of Property on May 5, 2019 in an envelope which he taped to the door of the rental unit.

The tenant testified that the landlords were not honest. Two months ago, the landlords didn't give a notice to end the tenancy, but when the tenant paid rent the next month, the landlords said they would let the tenant know if they were moving. Then the landlord said he'd give a proper notice to end the tenancy. The first that the tenant has ever heard about the landlord's daughter moving in is today in their testimony.

First, the landlord said that the tenant should start looking for a new rental; that the landlords were buying a house. The next month, the landlord said that they were not buying a house. A week later, the landlord told the tenant that if she could find a place that would allow the tenant's dog, the tenant should take it. The tenant replied that the landlord had to give proper notice. The only reason the Notice was issued is because the tenant told them they had to give proper notice.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it. Also, in the case of a Two Month

Notice to End Tenancy for Landlord's Use of Property, the onus is on the landlord to establish good faith intent to use the rental unit for the purpose contained in the Notice.

In this case, the landlord testified that a daughter of her husband will be occupying the rental unit and that the daughter has some issues requiring a more stable environment. When questioned about the previous intent to buy another house, the landlord testified that the intent was to buy another home big enough to accommodate the landlords, the landlord's daughter and her children. I find that the landlords have established good faith intent, and I see no reason to cancel the Notice. The tenant's application to cancel it is dismissed.

The *Residential Tenancy Act* also states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the Notice given is in the approved form. I have reviewed the Notice, and I find that it is in the approved form and contains information required by the *Act*. Therefore, I grant an Order of Possession in favour of the landlords effective August 1, 2019, the effective date contained in the Notice.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed.

I hereby grant an Order of Possession in favour of the landlords effective at 1:00 p.m. on August 1, 2019.

This order is final and binding and may be enforced.

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, 2019

Residential Tenancy Branch