



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property issued on June 26, 2020 and to recover the cost of the filing fee.

Both parties appeared.

Issue to be Decided

Should the Notice be cancelled?

Are the tenants entitled to recover the cost of the filing fee?

Background, Evidence and Analysis

The tenancy began on June 1, 2012. Rent at the start of the tenancy was the amount of \$975.00, payable on the first of each month.

At the outset of the hearing the landlord stated that on July 10, 2020, they sent a letter to the tenant indicated that they were retracting the Notice.

As this hearing was scheduled to determine whether the tenancy should continue, I find it not necessary to consider this portion of the tenants' application as the landlord has agreed to continue the tenancy. Therefore, I cancel the Notice and the Notice has no force or effect. The tenancy will continue.

The tenant argued that they believe that the landlord did not issue the Notice in good faith and should be entitled to recover the filing fee. The tenant stated that the Notice was issued for the following reason. The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person,

intends in good faith to occupy the rental unit. This is not consistent with the letter they sent on July 10, 2020, which states it was for the caretaker.

The tenant stated that there were also other rental units available at the time and they believe they were targeted due to other issues during their tenancy.

The landlord stated that the caretaker is a shareholder of the corporation. The landlord stated that there was another unit available at the time the Notice was issued; however, it was not suitable for their needs. The landlord stated that they received two notices to end tenancy from other occupants at the beginning of July 2020 and determined they could use one of these other units for the caretaker, which allowed them to continue this tenancy.

In this case, the tenants paid a filing fee when they filed their application to dispute the Notice. Although I accept there may have been other units available that is not for me to consider as the landlord has the right to choose the unit that best fits their needs. I accept the evidence of the landlord that a suitable unit became available after the tenants submitted their application allowing the tenancy to continue. While I accept the reason stated in the Notice and the letter indicate a different reason; however, it is possible that the caretaker is also a shareholder. However, I was not provided a copy of the corporate shareholders for my consideration.

Therefore, I find it reasonable that the parties equally share the cost of the filing fee. The tenants paid \$100.00, I find the landlord is required to pay to the tenants \$50.00, which is half the amount paid. **I authorize the tenants a onetime rent reduction of \$50.00 from a future rent payable to the landlord to recover this portion of the filing fee from the landlord.**

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: August 04, 2020

Residential Tenancy Branch