



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL MNDCT OLC PSF LRE LAT

Introduction

This hearing was convened in response to the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated July 21, 2020 (2 Month Notice), for a monetary claim of \$1,158.00 for compensation for damage or loss under the Act, regulation or tenancy agreement, for an order to compel the landlord to comply with the Act, regulation or tenancy agreement, for an order for the landlord to provide services or facilities agreed upon but not provided, for an order to suspend or set limits on the landlord's right to enter the rental unit, and for authorization to change the locks to the rental unit.

The tenant and landlord attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony evidence and to make submissions to me.

Neither party raised any concerns regarding the service of the application or documentary evidence. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 2 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 2 Month

Notice at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply.

Issue to be Decided

- Should the 2 Month Notice to End Tenancy for Landlord's Use of Property be cancelled?

Background and Evidence

A six-month fixed term tenancy began on April 1, 2020 and is scheduled to revert to a month to month tenancy after September 30, 2020. The tenant confirmed that they were served on July 21, 2020 with the 2 Month Notice. The effective vacancy date on the 2 Month Notice is listed as September 30, 2020 at noon.

The tenant disputed the 2 Month Notice on July 23, 2020, which was within the allowable time limitation under the Act. Page two of the 2 Month Notice indicates the reason as "The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse."

Although the tenant writes in their evidence that the 6 months fixed-term tenancy does not expire until October 31, 2020, during the hearing the tenant confirmed that the October 31, 2020 date was incorrect and actually expires on September 30, 2020. The landlord testified that she intends to use the rental space and occupy the entire home.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

2 Month Notice to End Tenancy for Landlord's Use of Property – The tenant disputed the 2 Month Notice by indicating in their documentary evidence that the 2 Month Notice would end before October 31, 2020, which is not the correct date of the end of the fixed term, which is six months after April 1, 2020, which I find would be September 30, 2020.

I find the landlord affirmed that they would be using the rental unit for the intended purpose and that the 2 Month Notice is valid as a result. Based on the above and on the balance of probabilities, I find that the landlord has met the burden of proof and I find the 2 Month Notice issued by the landlord to be valid. As a result, **I dismiss** the tenant's

application to cancel the 2 Month Notice and **I uphold** the landlord's 2 Month Notice. Section 55 of the Act applies and states:

Order of possession for the landlord

55(1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, **the director must grant to the landlord an order of possession of the rental unit if**

- (a) **the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and**
- (b) **the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.**

[Emphasis added]

Given the above and consideration that I have reviewed the 2 Month Notice and find that it complies with section 52 of the Act, I find the landlord is entitled to an order of possession effective **September 30, 2020 at 1:00 p.m.** I note that the noon timeframe listed on the 2 Month Notice is incorrect and should read 1:00 p.m., which I amend under section 62(3) of the Act. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that court.

Conclusion

The tenant's application to cancel the 2 Month Notice is dismissed. I uphold the 2 Month Notice issued by the landlord.

The landlord is granted an order of possession effective September 30, 2020 at 1:00 p.m. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia. The tenancy ends on September 30, 2020 at 1:00 p.m.

This decision will be emailed to the parties at the email addresses confirmed during the hearing for both parties. The order of possession will be emailed to the landlord for service on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: August 28, 2020

Residential Tenancy Branch