



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RP, FFT

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date 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; an order that the landlord make repairs to the rental unit or property; and to recover the filing fee from the landlord for the cost of the application.

The landlord attended the hearing with an agent who gave affirmed testimony, however, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. Therefore, I dismiss the tenant's application without leave to reapply.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the landlord established that the Two Month Notice to End Tenancy for Landlord's Use of Property was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on April 1, 2018 and the tenant still resides in the rental unit. Rent in the amount of \$1,550.00 is payable on the 1st day of each month, and there are no rental arrears, except that the tenant has not paid rent for this month, as compensation required under the law. At the outset of

the tenancy the landlord collected a security deposit from the tenant in the amount of \$775.00 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided as evidence for this hearing.

On May 14, 2021 the landlord's spouse served the tenant personally with a Two Month Notice to End Tenancy for Landlord's Use of Property, with the landlord as witness. A copy of the Notice has been provided for this hearing and it is dated May 14, 2021 and contains an effective date of vacancy of August 1, 2021. 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)." It also specifies that the person who will occupy the rental unit is the child of the landlord or the landlord's spouse, and the landlord's agent testified that the landlord's son will be occupying the rental unit.

The landlord's agent also testified that the tenant gave the landlord a written notice to end the tenancy effective August 31, 2021, and a copy has been provided for this hearing. The tenant had advised the landlord that this hearing would be cancelled, and the landlord's agent finds it disrespectful that the tenant didn't do so.

The landlord would be content with an Order of Possession effective August 31, 2021.

Analysis

The *Residential Tenancy Act* specifies 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 Two Month Notice to End Tenancy for Landlord's Use of Property and I find that it is in the approved form and contains information required by the *Act*. Having dismissed the tenant's application, I grant an Order of Possession in favour of the landlord. The landlord is content with an effective date of vacancy of August 31, 2021, and I so order.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord effective at 1:00 p.m. on August 31, 2021, and the tenancy will end at that time.

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: August 19, 2021

Residential Tenancy Branch