



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* ("the Act"), I was designated to hear an application regarding a tenancy. The tenants applied for:

- an order to cancel a One Month Notice to End Tenancy for Cause, pursuant to section 47;
- an order for the landlord to comply with the Act, the Regulation, or the tenancy agreement, pursuant to section 62; and
- to recover the filing fee pursuant to section 72.

The tenant and landlord in attendance were affirmed and advised that Residential Tenancy Branch (RTB) Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings.

The RTB provided the dispute resolution proceeding package to the applicant on June 18, 2021. The applicant testified to serving the respondent the packages in person on June 19, 2021; this was confirmed by the respondent. I'm satisfied the applicant served the respondents in accordance with section 89 of the Act.

Preliminary matter

The Residential Tenancy Branch's Rules of Procedure 2.3 states:

2.3 Related issues Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

As it is not related to the central issue of whether the tenancy will continue, I dismissed the tenant's application for an order for the landlord to comply with the Act, the Regulation, or the tenancy agreement.

Issues to be Decided

Should the tenancy continue?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The parties confirmed the periodic tenancy started on May 13, 2018. Rent is \$2600.00 per month, due on the first day of the month. The tenants paid a security deposit of \$1300.00.

The evidence submitted by the tenant includes a copy of the tenancy agreement and a copy of a One Month Notice to End Tenancy for Cause dated June 3, 2021 ("the Notice"). The tenant confirmed receiving the Notice in person from the landlord on June 4, 2021

On page 2 of the Notice, none of the reasons to end of the tenancy were checked. In the *Details of Cause(s)* section, the landlord stated: "The landlords' family member will be moving into the property so it needs to be vacated."

Analysis

The One Month Notice was properly served on the tenant pursuant to section 88 of the Act. However, use of a rental unit by a landlord's family member is not a valid reason to serve a One Month Notice to End Tenancy for Cause under [section 47 of the Act](#).

The landlord has no grounds under section 47 to issue the One Month Notice, thus this tenancy will continue until ended in compliance with the Act.

As the tenant's application to cancel the Notice is successful, they are entitled to recover the filing fee under Section 72(1) of the Act.

Conclusion

The One Month Notice is cancelled. As the tenancy is continuing, the tenant is at liberty to reapply for an order for the landlord to comply with the Act, Regulation, or tenancy agreement.

I order that pursuant to section 72(2)(a) of the Act, the tenant has the right to reduce future rent by \$100.00 to recover their filing fee.

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: October 07, 2021

Residential Tenancy Branch