



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Copper Creek Cattle Company and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, LRE, AS, OLC

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking the following relief:

- an order cancelling a notice to end the tenancy for landlord's use of property;
- an order limiting or setting conditions on the landlord's right to enter the rental unit;
- an order permitting the tenant to assign or sub-let the rental unit; and
- an order that the landlords comply with the *Residential Tenancy Act*, regulation or tenancy agreement.

The tenant and the individually named landlord (hereafter referred to as the landlord's agent) attended the hearing, as well as a person who identified himself as the owner of the property.

All parties gave affirmed testimony and were given the opportunity to question each other and to give submissions.

At the commencement of the hearing I advised the parties that the Rules of Procedure require that multiple applications contained in a single application must be related. I found that the primary application deals with a notice to end the tenancy for landlord's use of property, and I dismissed the remaining applications with leave to reapply.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence related to the application seeking an order cancelling a notice to end the tenancy 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 given in accordance with the *Residential Tenancy Act*?

Background and Evidence

**The landlord's agent** (WG), named in the tenant's application as the landlord, testified that this month-to-month tenancy began in the fall of 2016 and the tenant still resides in the rental unit. Rent in the amount of \$800.00 is payable on the 1<sup>st</sup> day of each month, but the tenant could not afford that, and the parties had a verbal agreement that the tenant would work for the landlord and the first \$200.00 of each month earned would go toward rent. The tenant is responsible for the other \$600.00 per month. No written tenancy agreement exists, and no security deposit or pet damage deposit were collected from the tenant. The rental unit is a mobile home on the owner's ranch property.

Toward the end of June, 2021 the landlord's agent served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property by posting it to the door of the rental unit. A copy of the first 2 pages of the 4-page notice has been provided for this hearing. It is dated June 22, 2021 and contains an effective date of vacancy of September 1, 2021. The reason for issuing it states: "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." Someone from the owner's family will occupy the rental unit and work on the ranch. The owner is expanding the ranch and needs someone to do heavy work, and the tenant is not capable and refuses to work.

**The owner of the property** (WC) testified that he is the head of the company that owns the property. The owner will use the rental unit and his son and nephew will be moving in. The owner's son and the owner will live in the rental unit, but might spell each other off. The owner needs the rental unit to run the ranch, but does not know why only 2 pages of the 4-page form were served to the tenant, however a letter accompanied it, which has also been provided for this hearing.

The landlord has provided the tenant with the equivalent of 1 month's rent as compensation required by law.

**The tenant** testified that the reason for ending the tenancy appears to be false because there is another option that is more suitable, which is a larger house close to the ranch that is more accommodating for the landlord and family members.

### 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*. Also, in the case of a Two Month Notice to End Tenancy for Landlord's Use of Property, the landlord must establish good faith intent to use the rental unit for the purpose contained in that Notice.

The *Act* also specifies that any Notice given must be in the approved form. Since the landlords have not given all 4 pages of the Notice to the tenant, I find that it was not given in the approved form, and therefore I cancel it.

### Conclusion

For the reasons set out above, the Two Month Notice to End Tenancy for Landlord's Use of Property is hereby cancelled and the tenancy continues.

The balance of the tenant's application is hereby dismissed with leave to reapply.

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: November 25, 2021

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Residential Tenancy Branch