



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49.

The landlord participated in the teleconference, the tenant did not. The landlords called into this hearing in response to the tenants' application. The tenant submitted evidence for this hearing but chose not to participate in conference call. As the tenant is the applicant and initiated the dispute resolution process, I am satisfied that the tenant was aware of today's hearing. The hearing proceeded and completed in their absence.

### Issue(s) to be Decided

Should the Two Month Notice to End Tenancy be cancelled? If not, is the landlord entitled to an order of possession?

### Background and Evidence

The landlords gave the following testimony. HP testified that she will be moving into the subject unit. HP testified that she is 28 years old and wanted to have her own space and privacy as she has completed her degree and is fully employed. HP testified that she wants to live in this unit as this was the family home when she was growing up and that her parents and siblings are only 15 minutes away. A Two Month Notice to End Tenancy for Landlords Use of Property was issued to the tenant on February 1, 2022 with a corrected effective date of April 30, 2022 by VP; the notice was issued on the grounds that the owner's child would be moving in as confirmed by HP and JP.

## Analysis

The tenant has called into question whether the landlord has issued the notice in good faith. Residential Tenancy Policy Guideline 2 addresses the “good faith requirement” as follows.

*Good faith is an abstract and intangible quality that encompasses an honest intention, the absence of malice and no ulterior motive to defraud or seek an unconscionable advantage.*

*A claim of good faith requires honesty of intention with no ulterior motive. The landlord must honestly intend to use the rental unit for the purposes stated on the Notice to End the Tenancy. This might be documented through:*

*a Notice to End Tenancy at another rental unit;*

*an agreement for sale and the purchaser’s written request for the seller to issue a Notice to End Tenancy; or*

*a local government document allowing a change to the rental unit(e.g., building permit) and a contract for the work.*

*If evidence shows that, in addition to using the rental unit for the purpose shown on the Notice to End Tenancy, the landlord had another purpose or motive, then that evidence raises a question as to whether the landlord had a dishonest purpose. When that question has been raised, the Residential Tenancy Branch may consider motive when determining whether to uphold a Notice to End Tenancy.*

*If the good faith intent of the landlord is called into question, the burden is on the landlord to establish that they truly intend to do what they said on the Notice to End Tenancy. The landlord must also establish that they do not have another purpose that negates the honesty of intent or demonstrate they do not have an ulterior motive for ending the tenancy.*

HP gave clear concise and credible testimony. She provided details as to the logistical and financial benefits to move into the subject unit. Based on the above, and on a balance of probabilities, I find that the landlord has issued the notice in good faith. As a

result, the landlord is entitled to an order of possession pursuant to Section 55 of the Act. The tenancy is terminated.

The Notice dated February 1, 2022 remains in full effect and force.

Conclusion

The tenancy is terminated. The landlord is granted an order of possession. The tenants' application is dismissed in its entirety without 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: May 31, 2022

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Residential Tenancy Branch