



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT, CNL, DRI, OLC

### 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;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order regarding a disputed rent increase pursuant to section 43; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or

accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### 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?

Should an order be issued compelling the landlord to comply with the Act, regulation or tenancy agreement?

Is a determination required in regard to a rent increase?

Are the tenants entitled to the recovery of the filing fee for this application?

### Background and Evidence

Both parties confirmed the following. The tenancy began sometime in 2015. The monthly rent of \$700.00 is due on the first day of each month.

The landlords gave the following testimony. NG testified that he and ST own the property and the subject unit. NG testified that he wishes to move into the mobile home the tenants occupy as he requires more space. NG testified that he lives in the main house with the other named landlord and his family. ST testified that he lives in the home with his wife and is expecting their first child in the next few weeks. NG testified that he requires a two-bedroom unit for himself and his two year old daughter who is getting older and requires more space. NG testified that a Two Month Notice to End Tenancy for Landlords Use of Property was issued on February 15, 2022 so that he could move in with his daughter.

The tenants gave the following testimony. DW testified that the landlord has other options to move into and should choose one of those instead of her unit.

### 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.*

The tenants did not dispute that the landlord was going to move in but felt that since he has other rental properties, he had other options to choose from. NG gave clear concise and credible testimony. He provided details as to the logistical benefits for him and his child to have their own space yet still be near the other owner of the property. 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 15, 2022 with a corrected effective date of April 30, 2022 remains in full effect and force.

Although the tenants were given a full opportunity to present and argue their case, they did not raise the issue of the disputed rent increase or the requirement for an order to have the landlord comply with the Act, regulation or tenancy agreement, accordingly; I dismiss this portion of the tenant's application. As the tenants have not been successful in any portion of their application, I also dismiss their request to recover the filing fee.

### Conclusion

The landlords are granted an order of possession.

The tenant's 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: June 02, 2022

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Residential Tenancy Branch