



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FFT

### Introduction

This hearing dealt with a tenant's application to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice").

The landlords appeared at the hearing; however, the tenant did not appear despite leaving the teleconference call open 39 minutes.

The landlords confirmed the tenant served them with the Notice of Dispute Resolution Proceeding and they were prepared to proceed with the hearing. The landlords testified they served the tenant with their evidence by leaving it in her mailbox on July 8, 2022. Accordingly, I admitted the landlord's evidence and continued to hear from the landlords without the tenant present.

Although the tenant did not appear at the hearing, the landlords still have a burden to demonstrate a basis for ending the tenancy.

### Issue(s) to be Decided

1. Should the 2 Month Notice be upheld or cancelled?
2. Are the landlords entitled to an Order of Possession?

### Background and Evidence

The tenancy initially started on August 1, 2020. A subsequent tenancy agreement was executed effective January 1, 2021 for a fixed term set to expire December 31, 2021. The tenancy continued on a month to month basis thereafter. The tenant paid a security deposit of \$1050.00 and is required to pay rent of \$2100.00 on the first day of every month.

The landlords testified that the tenant informed them in March 2022 that she was approved for subsidized housing and should would be moving out in July. The landlords' and their daughter decided that their daughter would move into the rental unit. The landlords then served the tenant with the 2 Month Notice on April 1, 2022, in person.

The landlords and the tenant provided a copy of the subject 2 Month Notice. It has a stated effective date of July 1, 2022 and indicates the reason for ending the tenancy is as follows:

Reason for this Two Month's Notice to End Tenancy (check the box that applies)	
<input type="checkbox"/>	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).
Please indicate which close family member will occupy the unit.	
<input type="radio"/>	The landlord or the landlord's spouse
<input checked="" type="radio"/>	The child of the landlord or landlord's spouse
<input type="radio"/>	The father or mother of the landlord or landlord's spouse

The tenant filed to dispute the 2 Month Notice within the time limit for doing so. In filing her Application for Dispute Resolution, the tenant indicated she was disputing the 2 Month Notice because "I don't think the Notice is issued in good faith."

The landlord's testified that they have a good faith intention, and no ulterior motive, to end the tenancy so that their middle daughter may move out of the family home and live on her own. The landlords testified that their daughter is 25 years old. I heard the rental unit is three bedrooms and the landlord's middle daughter may share the rental unit with their older daughter and her husband. The landlords stated they do not understand why the tenant indicated the landlords do not have a good faith intention since they have been accommodating to her during the tenancy.

Although the effective date of the 2 Month Notice has passed, the landlords are willing to permit extend the effective date to September 30, 2022 considering the tenant has children and the landlords want the tenant to have sufficient time to find living accommodation for her and her children. The landlords acknowledged the tenant did pay rent for August 2022 so the tenant will be permitted to withhold rent for September 2022 as compensation payable under the Act. The landlords also acknowledged that the tenant may end the tenancy earlier then September 30, 2022 in which case the landlords will pay the tenant compensation as required under the Act.

### Analysis

Where a notice to end tenancy comes under dispute, the landlord bears the burden to prove the tenant was served with a valid notice to end tenancy and the tenancy should end for the reason(s) indicated on the notice. The burden of proof is based on the balance of probabilities.

The landlords described a permissible reason for ending the tenancy under section 49 of the Act, which is to have their child occupy the rental unit. The landlords confirmed to me that they do not have an ulterior motive for ending the tenancy and they issued the 2 Month Notice in good faith. The 2 Month Notice is in the approved form and is duly completed.

I was not provided any documentary evidence or testimony from the tenant that would refute the landlord's submissions or given sufficient details to call the landlord's intention into questions.

In light of the above, I accept the landlords' submissions and I uphold the 2 Month Notice. I order the tenancy shall end on September 30, 2022, as requested by the landlords.

In keeping with section 55(1) of the Act, I find the landlords entitled to an Order of Possession. Provided to the landlords is an Order of Possession effective September 30, 2022.

As information for both parties, the tenant may end the tenancy earlier than September 30, 2022 by giving the landlords 10 days of advance written notice as provided under section 50 of the Act.

Further, the tenant is entitled to withhold rent for September 2022 as compensation payable under section 51(1) of the Act and if the tenancy ends before September 30, 2022 the tenant shall be entitled to a refund of rent, or combination of free rent and a refund, as applicable.

### Conclusion

The 2 Month Notice is upheld and I provide the landlords with an Order of Possession effective September 30, 2022.

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 17, 2022

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Residential Tenancy Branch