



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the “Act”), to cancel Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Notice”) issued on August 14, 2022.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving sufficient evidence to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

At the outset of the hearing the tenants questioned the validity of the Notice because the landlord named one of the tenant SG, rather than SF. However, I find that does not make the Notice invalid as the tenants’ rent payments were made in the name of SG. It is not uncommon that a person may use two names to identify themselves. I am satisfied that SG, is the tenant SF. Further, I find this not prejudicial to the tenants as tenants acknowledged the Notice was received and disputed the Notice within the statutory time limit. I find it appropriate to amend the style of cause to add the SG as an also known as.

At the outset of the hearing the tenants also question the service address of the landlord as they indicated it looks different. However, the landlord is entitled to use any service address they wish. Further, that was a valid address for the landlord as they were served with the tenants' application.

As the tenants only provided me with page 1 of the Notice which is on the prescribed form. The parties agreed that that the reason the Notice was issued was the rental unit will be occupied by the landlord.

### Issue to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenancy began on August 1, 2015. Rent in the amount of \$1,100.00 was payable on the first of each month. The tenants paid a security deposit of \$550.00 and a pet damage deposit of \$550.00.

The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on October 31, 2022.

The reason stated in the Notice was that:

- 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)

The landlord testified that it was always their intention to move back into their premises. The landlord stated that they left the property as they had to take care of their aging parent who was not expected to live more than 18 months; however, with their care they lived for six years. The landlord stated that the tenants were always aware of their situation. The landlord stated that the estate of their parent will soon be settled, and they will be required to move back into the premises that the tenants have been renting.

The tenants testified that they do not dispute that the landlord will be moving back into the premises, and it is not their intention to cause any grief. The tenants stated that the landlord has been informing them of this for some time and they have been preparing to move by the effective date within the Notice.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 49(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that:

- 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)

I accept the evidence of the landlord that they have been caring for their aging parent and know that they are deceased, will be moving back into their own property. I find that reasonable and this was also anticipated by the tenants as they were aware of the landlord's obligations and their intentions throughout the tenancy.

I find the Notice has been proven by the landlord and is valid and enforceable. Therefore, I dismiss the tenants' application to cancel the Notice. The tenancy will end on October 31, 2022, the effective date within the Notice.

Since I have dismissed the tenants' application, I find that the landlord is entitled to an order of possession effective **October 31, 2022, at 1:00 P.M.** This order must be served on the tenants and may be filed in the Supreme Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenant.

Since the tenants were not successful with their application, I find the tenants are not entitled to recover the filing fee from the landlord.

I also note for the record that the tenants have withheld rent for October 2022. I find the tenants have received their compensation as required by section 51(1) of the Act.

Conclusion

The tenants' application to cancel the Notice is dismissed. The landlord is granted an order of possession.

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 05, 2022

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Residential Tenancy Branch