



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for an order to cancel a 2 Month Notice to End Tenancy for Landlord's Use pursuant to sections 49 and 55.

The tenants did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 9:30 a.m. and ended at 9:45 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference.

The landlords attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlords acknowledged service of the tenant's Notice of Dispute Resolution Hearing package and had no issues with timely service of documents.

The landlord JC testified that he personally served the tenant FT with his evidence package on February 1, 2023. Two copies were provided, one for each tenant/applicant.

This hearing proceeded in the absence of the tenants pursuant to Rule 7.3 of the Residential Tenancy Branch Rules of Procedure.

Issue(s) to be Decided

Should the landlord's 2 Month Notice to End Tenancy for Landlord's Use be upheld or cancelled?

Background and Evidence

As the tenants did not attend the hearing, all of the landlord's testimony and evidence was undisputed.

The landlord testified that the tenants were already living in the rental unit when they purchased it in November 2021. A new tenancy agreement was drafted and provided as evidence. Rent is currently set at \$2,150 per month, payable on the first day of each month. A security deposit of \$1,075.00 is currently being held by the landlords.

On September 30, 2022, the landlord JC personally served the tenant FT with a 2 Month Notice to End Tenancy for Landlord's Use. The tenants were emailed another copy the same night. The reason stated on the notice to end tenancy for ending the tenancy is because the rental unit will be occupied by the landlord or the landlord's spouse.

The landlords testified that they are married spouses. JT testified that her mother and father possess visas allowing them to enter Canada multiple times within 10 years. Her father's visa expires this November however JT is applying to have it renewed. Currently, both landlords and JT's parents reside in their house which is too small for all 4 adults. JT works at home and she has to do her work in the kitchen/living room and she is easily distracted from her work without a dedicated work space. Further, the current residence only has bathrooms and bedrooms upstairs. JT's mother has knee issues, bladder control issues, and back issues making her frequent trips to the bathroom inconvenient and painful.

The rental unit is more convenient for the extended family. There are no stairs for the family to go up and down. The rental unit has two bedrooms and a den where JT can do her work uninterrupted. Further, the rental unit is close to JT's aunt and the co-landlord's parents and grandparents who are all approximately five minutes away. The co-landlord JC's parents are also old and require looking in upon as his father has poor eyesight.

The landlords testified that they have not yet compensated the tenants with the equivalent of a month's rent for serving them with a 2 Month Notice to End Tenancy for Landlord's Use.

Analysis

I find the tenants were served with the landlord's notice to end tenancy on September 30, 2022 in accordance with sections 89 and 90 of the Act. The tenants filed their application to dispute the notice within 15 days as required under section 49 of the Act.

Based on the undisputed testimony of the landlord and the evidence supplied, I am satisfied the landlord, his spouse and her parents intend on occupying the rental unit for a period of at least 6 months beginning at the end of the tenancy. I uphold the landlord's 2 Month Notice to End Tenancy for Landlord's Use.

Pursuant to section 55, if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- a. the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- b. the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have reviewed the landlord's 2 Month Notice to End Tenancy for Landlord's Use and I find it complies with the form and content provisions of section 52. I grant the landlord an Order of Possession. As the effective date stated on the notice has passed, I issue an Order of Possession effective February 28, 2023 at 1:00 p.m.

The landlord testified he has not yet compensated the tenant with the equivalent of one month's rent after serving a notice to end tenancy under section 49. The landlord is cautioned that he is required to do so pursuant to section 51 of the Act.

Conclusion

I grant an Order of Possession to the landlord effective February 28, 2023 at 1:00 p.m. Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in the Supreme Court of British Columbia.

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: February 13, 2023

Residential Tenancy Branch