



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DLF Construction Ltd
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 49;
2. A Monetary Order for compensation - Section 67;
3. An Order in relation to a rent increase - Section 43;
4. An Order for the Landlord’s compliance - Section 62; and
5. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the compensation, rent and compliance claims are not related to the matter of whether the tenancy will end, I dismiss these claims with leave to reapply. Leave to reapply is not an extension of any limitation period.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are agreed or undisputed facts: The tenancy started on July 24, 2015. Rent of \$700.00 is payable on the first day of each month. At the outset of the tenancy the Tenant paid \$350.00 as a security deposit. The Landlord purchased the unit in June 2022. The Landlord gave the Tenant a two month notice to end tenancy for landlord's use dated September 2, 2022 (the "Notice"). The Notice names a limited company as the Landlord ending the tenancy. The company is not a corporation.

Analysis

Section 49(3) of the Act provides that a landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit. Section 49(3) of the Act provides that a landlord that is a family corporation may end a tenancy in respect of a rental unit if a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit. It is undisputed that the entity named as the Landlord on the Notice is neither a corporation nor an individual. As such I find that the Landlord may not end the tenancy for landlord's use. The Notice is cancelled, and the tenancy continues.

As the Tenant has been successful with its claim, I find that the Tenant is entitled to recovery of the \$100.00 filing fee. The Tenant may deduct this amount from future rent payable in full satisfaction of the claim.

Conclusion

The Notice is cancelled, and the tenancy continues.

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 02, 2023

Residential Tenancy Branch