



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, LRE, OLC, FFT

Introduction

In late January 2023, the Applicant applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The Applicant asked me for the following orders against the Respondents.

1. Cancel a two-month notice to end tenancy [the 'Notice'] the Respondents issued to the Applicant and to another tenant.
2. Demand of the Respondents that they no longer inspect the rental unit, unless they do so only once *per* year.
3. Reimbursement of the \$100.00 filing fee for this application.

Issue(s) to be Decided

Must the Applicant move out?

Can the Respondents continue to inspect the unit?

Must the Respondents pay the Applicant for the filing fee?

Background and Evidence

Must the Tenants move out?

The Landlord issued the Notice to the Tenants because the Landlord wants to move into the unit. The Landlord signed this Notice on 27 January 2023, and the Tenants agreed that they received this Notice the next day.

The Notice requires the Tenants to move out in two-months time, and recorded a move-out date of 31 March 2023.

The Tenants argued, however, that the Landlord is being dishonest when they claim they will move into the unit. Instead, the Tenants said that the Landlord will convert the unit into an, 'AirBnB'.

The Landlord told me that they do indeed intend to move into the unit. They told me the following:

- They've been living and working in the Yukon.
- But recently they decided to move south, to the city where the rental unit is [the 'City'].
- In order to make this happen, they sold their home in the Yukon.
- They found a job in the City, which will start in April.

In support of what they told me, the Landlord offered two documents:

1. A certificate suggesting that the Landlord had sold some realty in the Yukon in September last year.
2. A letter from a business located near the City confirming that the Landlord would be working for that business from 15 April 2023.

Also, the Landlord claimed that the unit is a strata property, and that the strata corporation that regulates the unit will not permit an 'AirBnB'.

Analysis

In sum, the Tenants' argument to me is that they should not have to move out, because the Landlord is not acting in good faith when they claim in their Notice that they will move into the unit.

A few years ago, the Supreme Court of British Columbia looked at the issue of a landlord's good faith. They did this in a case entitled, *Gichuru v. Palmar Properties Ltd.*,

2011 BCSC 827. In that case, the court defined 'good faith' this way: 'Good faith means a landlord is acting honestly, and they intend to do what they say they are going to do.'

This is a useful definition to apply to this application.

Based on what the Landlord told me at this hearing, is it probable that they are acting honestly, and that they will do what they say they are going to do? That is, is it probable that they will move into the unit when the Tenant moves out?

Based on what the Landlord told me, I find it is. The Landlord told me:

- They sold their home in the Yukon.
- They have found a job near the City, which starts on 15 April 2023.
- They have a letter from the employer, corroborating this job.

There was no evidence to contradict what the Landlord told me. The Tenants had an opportunity to question the Landlord about their plans. Of the few questions asked, none cast doubt on the Landlord's claim.

So it is probable that the Landlord will move into the unit when the Tenants move out. And therefore I rule that the Tenants must move out, as the Notice met the requirements of the Act. This tenancy will end on 31 March 2023.

Because the tenancy has ended, the application by the Tenants to prohibit the Landlord from inspecting the rental unit is no longer relevant. And so I will not address that application.

And because the Tenants failed in their substantive application, I rule that the respondents do not have to pay the Tenants their filing fee.

Conclusion

I dismiss the Tenants application without leave to re-apply.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 15 March 2023