



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes: CNL

Introduction

This dispute relates to the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- Cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated February 9, 2023 (2 Month Notice).

The landlord who issued the 2 Month Notice did not attend the hearing. The tenant, a landlord agent and the son of the landlord attended the teleconference hearing and promised to tell the truth. At the start of the hearing, I introduced myself and the participants. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, to present testimony and to make submissions to me.

As both parties confirmed having received documentary evidence and the opportunity to review that evidence, I find the parties were sufficiently served in accordance with the Act.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Issue to be Decided

- Should the 2 Month be cancelled under the Act?

Background and Evidence

A copy of the tenancy was submitted in evidence. A fixed-term tenancy began on August 15, 2018. Current monthly rent in the amount of \$3,501, is due on the 15th day of each month.

The tenant confirmed that they were served on February 9, 2023 with the 2 Month Notice dated February 9, 2023. The effective vacancy date on the 2 Month Notice is listed as April 15, 2023, which has passed. The tenant disputed the 2 Month Notice on February 10, 2023, which was within the allowable time limitation under the Act of 15 days.

Page two of the 2 Month Notice indicates the reason as follows:

Reason for this Two Month's Notice to End Tenancy (check the box that applies)	
<input checked="" 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 agent did not speak much during the hearing. They only presented the tenant's current tenancy agreement and their notice advising their landlord that they were vacating.

The tenant requested additional time to vacate as they are currently not working and it would be difficult to find a new place to rent without having a job. The parties were unable to reach a settlement agreement.

The landlord's son and agent did not explain why the landlord who issued the 2 Month Notice did not attend the hearing. The landlord's son, ZG (Son) testified that they are the one who intends to occupy the rental home, which is an entire home. The Son presented the following letter:

Hello Arbitrator, I have three reasons why I want to go back to live in my parents house, the first is that I am currently renting an apartment and the lease has expired (I have sent the lease contract to the designated email address) and I have not renewed it. The second is that my girlfriend and I have been together for 7 years and we are planning to get engaged and married this year. For Chinese tradition, the man needs to provide a place of his own for both of us before we get married, so my parents and we both think that moving back to our own home is the right and best option. The last reason is that I am looking for a job in Langley. My high school is in Walnut Grove secondary school. It's located in Langley and I am very attached and love the city, so I hope I can find a suitable job in Langley.

The Son also presented the following message:

Notice of leaving

Name of the tenants: Z [REDACTED] G [REDACTED]

Planned date of leaving: 2023-07-31

Address of the rental unit: [REDACTED] Richmond, V7C0E5

Signature of the tenants:

[REDACTED]

Signed date: 2023-05-22

[names and address redacted to protect privacy]

The Son was asked how the about message was served and to whom. The Son said it was sent by We Chat but failed to provide a copy of the We Chat message. The Son did not provide the name of the person to whom the We Chat message was sent to.

The Son was asked who was paying their current rent in Richmond if the Son intended to move back to Langley. The Son explained their parents are paying the full rent and for their schooling costs at UBC.

The Son stated that their parents will not charge them rent in the Langley home (Rental Property) but that the Son will pay the property tax and mortgage insurance. The Son did not indicate what those amounts would be or an estimate of those costs. The Son confirmed they are not currently working. The Son confirmed that their parents will come

from China, where they currently reside for the wedding and then will reside with them together in the Rental Property.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

2 Month Notice to End Tenancy for Landlord's Use of Property – The tenant disputed the 2 Month Notice. The landlord has the burden of proof to prove that the 2 Month Notice is valid. I find the landlord should have attended the hearing to at least confirm what their intentions were for ending a tenancy, which is a serious matter. The landlord chose not to attend the hearing and the agent said very little during the hearing, other than to present the Son's current tenancy agreement and their notice to end their current tenancy.

I am not compelled by the notice submitted by the Son as it is not addressed to a specific person nor is the We Chat message included to confirm it was actually sent as stated by the Son. Furthermore, I find the plans indicated by the Son are vague at best. The Son mentions that they intend to be married but provided no specific marriage date or confirm if one has been set. In addition, the son confirmed that they have not found a job by the time of the hearing.

I decline to uphold a 2 Month Notice when the evidence presented is vague and based on a marriage where no wedding date was provided, and due to employment and the Son has no current work in Langley. Therefore, I find the landlord has failed to meet the burden of proof to prove that the 2 Month Notice is valid.

I find the tenant's application to cancel the 2 Month Notice is successful. I cancel the 2 Month Notice issued by the landlord dated February 9, 2023, which makes it of no force or effect.

I ORDER the tenancy to continue until ended in accordance with the Act pursuant to section 62(3) of the Act.

As the tenant's application was successful, I grant the tenant the \$100 filing fee pursuant to section 72 of the Act. **I authorize** a one-time rent reduction for the tenant in the amount of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The tenant's application to cancel the 2 Month Notice is successful. The 2 Month Notice issued by the landlord is cancelled and is of no force or effect.

The evidence from the landlord was vague at best.

The tenancy shall continue until ended in accordance with the Act.

The tenant is granted a one-time rent reduction as noted above for the filing fee.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 5, 2023

Residential Tenancy Branch