



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, CNOP

Introduction

A proceeding was conducted in response to the Tenant's application on February 13, 2023, to dispute a Two Month Notice to End Tenancy For Landlord's Use of Property, issued on February 5, 2023 (the Two Month Notice).

Issue(s) to be Decided

Does the Two Month Notice end the tenancy?

Facts and Analysis

The parties agree that the tenancy began on September 1, 2012, and rent is \$800.00 due on the first of each month. The Landlord continues to hold a deposit of \$400.00.

The Landlord personally served a Two Month Notice to the Tenant on February 5, 2023, indicating that the Tenant must move out of the rental unit by April 30, 2023. The Tenant disputed the Two Month Notice within the required timelines.

The Landlord must show that they intend in good faith to move to the rental unit. The Landlord says they currently live upstairs above the rental unit, and they want to move into the rental unit because it is on the ground level.

The Landlord says their health is declining and they experience dizziness when walking up the stairs. The Landlord says they have difficulty carrying groceries and laundry up and down the stairs. The Landlord is concerned to fall on the stairs given their health conditions and the medications they are taking for their heart and circulatory problems.

The Landlord says they have not attempted to raise the rent for the unit during the entire tenancy and they do not intend to re-rent out the unit for a higher rent. They have no financial motive to do so. The Landlord says they do not own any other comparable rental property that would be suitable for them to age in place and maintain their independence.

The Tenant disputed the Two Month Notice because the Landlord did not indicate who would be moving into the rental unit.

I find that the Tenant's copy of the Two Month Notice does not indicate who will be occupying the rental unit, while the copy of the Two Month Notice provided by the Landlord indicates that the Landlord will be moving into the rental unit.

Section 68 of the Act allows for the Two Month Notice to be amended when it is reasonable to do so. The Tenant admitted that they do not believe the Landlord has any eligible family members who could move into the unit according to the Two Month Notice. I find it was clear to the Tenant that the Landlord intended to move in whether or not that box was ticked on the Tenant's copy of the Notice. I find that the Tenant is not prejudiced by amending the selection as they are aware of the Landlord's situation.

Although the Tenant states that the Landlord has previously ended tenancies with other Tenants of the rental unit, the Tenant has failed to indicate how that would constitute bad faith in relation to the Landlord serving the Two Month Notice.

I find the Landlord has shown on a balance of probabilities that they intend in good faith to occupy the rental unit. I find that the Two Month Notice complies with section 52 of the Act. I dismiss the Tenant's application to dispute the Two Month Notice, and the Notice is confirmed.

The Tenant says if they must vacate the rental unit, they will need more time. The Tenant says they have secured another rental unit for themselves, but it is not available until June 16, 2023. The Tenant says they have health and medical issues, as well as being low-income, and they do not own a vehicle. The Tenant may be able to have a friend assist them with moving but that person is likely only available on June 18, 2023.

For the above reasons, I grant the Landlord an order of possession effective June 18, 2023.

The Tenant maintains their right to compensation under the Two Month Notice and section 51 of the Act. The Tenant must pay rent up to the date they vacate the rental unit, and the Landlord must provide the Tenant with one month's rent as compensation under the Notice. The compensation the Landlord owes to the Tenant may be offset by the prorated amount of rent owed by the Tenant.

At the end of the tenancy the Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Tenants and Landlords both have an obligation to complete a move-out condition inspection at the end of the tenancy. To learn about obligations related to deposits, damage and compensation, search the RTB [website](#) for information about after a tenancy ends.

Conclusion

I grant the Landlord an order of possession effective June 18, 2023. Should the Tenant fail to move out, the order of possession may be filed in the Supreme 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 *Residential Tenancy Act*.

Dated: June 15, 2023

Residential Tenancy Branch