



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNETC, FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking monetary compensation for the landlord's failure to comply with the *Residential Tenancy Act*, or use the rental unit for the purpose contained in a Two Month Notice to End Tenancy For Landlord's Use of Property; and to recover the filing fee from the landlord for the cost of the application.

Both tenants and the landlord attended the hearing, and the landlord and one of the tenants gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions. The parties agreed that all evidence has been exchanged, all of which has been reviewed, and the evidence I find relevant to the application is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established that the landlord has complied with the *Act*, and has used the rental unit for the purpose contained in the Two Month Notice to End Tenancy For Landlord's Use of Property, and for at least 6 months duration?

### Background and Evidence

**The landlord** testified that this fixed-term tenancy began on July 15, 2021 and reverted to a month-to-month tenancy after July 31, 2022, which ultimately ended at the end of July, 2022. Rent in the amount of \$3,600.00 was payable during the first week of each month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$1,800.00, but the landlord is not sure if it was returned to the tenants. The rental unit is a single family

house, and the landlord did not reside on the property during the tenancy. A copy of the tenancy agreement has been provided for this hearing by the tenants.

The landlord further testified that the landlord served the tenants with a Two Month Notice to End Tenancy For Landlord's Use of Property, and a copy has been provided by the tenants for this hearing. It is dated May 30, 2022 and contains an effective date of vacancy of July 31, 2022. The reason for issuing it states: The rental unit will be occupied by the landlord or the landlord's close family member (mother, father or child; or the parent or child of that individual's spouse), specifying the child of the landlord or landlord's spouse.

The landlord testified that her son moved into the rental unit at the beginning of August, 2022. He arrived from Toronto on June 28, 2022 and the tenancy ended at the end of July, 2022. A copy of the boarding pass dated June 28, 2022 has been provided for this hearing. He rented a room from friends for a month, and when the tenants moved out of the rental unit, he moved in. Copies of utility bills have been provided for this hearing, which are in the name of the landlord's son and addressed to the rental unit. They include hydro, portions of Shaw Cable, which appear to include internet, natural gas, as well as several Uber bills for delivery of food to the rental unit address. Also provided are redacted copies of credit/debit cards, one of which clearly identifies the name of the landlord's son.

The tenants received compensation in the amount of 1 month's rent at the end of the tenancy.

**The tenant** testified that the reason this dispute was started is that the landlord told the tenant that the real reason for ending the tenancy is because rent is going up dramatically. First, the agent called the tenant and told the tenant to move out, having just rented a house above, and said that the owner should have told the tenants. He didn't know the price it was rented for, so the tenant believes it was a lie. Then the agent told the tenant that the owner's son was moving in.

According to the agent, the landlord's son studies in a community too far away to live at the rental unit. The tenant also questions the need for the landlord's son to live in a 3,000 square foot house.

The tenants have also provided photographs of the exterior of the rental unit, taken in September, 2022 and January, 2023, showing 2 balconies, neither with any items on them, and blinds/curtains drawn.

The landlord cannot support any evidence that the landlord's son moved into the rental unit. It would be easy for the landlord to show that her son has moved in with a copy of a bill for the moving company. Anyone can put utility bills in their name.

The tenants are disappointed regarding the ending of the tenancy, having specifically told the agent that the tenant would not sign a tenancy agreement unless the tenants could live in the rental unit for at least 3 years.

The tenant did not dispute the Notice, and agrees that the tenants were compensated 1 month's rent.

#### SUBMISSIONS OF THE LANDLORD:

The landlord tried to find another place for her son to live, but was unsuccessful. The landlord bought her son a car for commuting to school. He went out of the country for vacation on June 28, 2023 and goes back to school in September, 2023.

#### SUBMISSIONS OF THE TENANTS:

The tenants are annoyed, having moved 4 times due to similar issues, and transferring schools for their children.

#### Analysis

Where a tenant makes an application for monetary compensation related to a Two Month Notice to End Tenancy For Landlord's Use of Property (the Notice), the onus is on the landlord to establish that it was given in good faith and that the landlord has accomplished the stated purpose for ending the tenancy commencing within a reasonable time after the effective date of the Notice, and for at least 6 months duration.

I have reviewed all of the evidence, and considering the utility bills and more specifically the Uber bills for delivery of food to the rental unit, paid for with the credit/debit cards in the name of the landlord's son, I am satisfied that the landlord has established that the rental unit has been used for the purpose contained in the Notice and for a duration of at least 6 months. The tenant's application is dismissed.

#### Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

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: August 25, 2023

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Residential Tenancy Branch