

Dispute Resolution Services  
Residential Tenancy Branch  
Ministry of Housing And Municipal Affairs

A matter regarding PANDA LUXURY HOMES  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes      CNLU, RP, OLC, FFT  
                             CNLU, FFT

#### Introduction

This hearing was convened by way of conference call concerning applications made by 2 tenants who live at the same address, but separate suites, which have been joined to be heard together.

The first application seeks an order cancelling a Four Month Notice to End Tenancy For Landlord's Use of Property; an order that the landlords make repairs to the rental unit or property; an order that the landlords comply with the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

The second application seeks an order cancelling a Four Month Notice to End Tenancy For Landlord's Use of Property, and to recover the filing fee from the landlords.

Both tenants and all individual named landlords attended the hearing, and 2 of the named landlords and both tenants each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

At the commencement of the hearing I alerted the parties to the Rules of Procedure which indicate that multiple applications contained in a single application must be related, and I found that the primary applications seek orders cancelling notices to end the tenancies, and the hearing focused on that issue.

The parties agree that all evidence has been exchanged, all of which has been reviewed, and the evidence and testimony I find relevant to the Four Month Notices to End Tenancy For Landlord's Use of Property has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Have the landlords established that both or either of the Four Month Notices to End Tenancy For Landlord's Use of Property were issued in accordance with the *Residential Tenancy Act* and in good faith?
- Should the tenants recover the filing fees from the landlords?

Background and Evidence

**The first landlord** (EHF) is the property manager, who testified that the landlords bought the property on April 9, 2024, which consists of upper and lower level suites. The upper level tenant is currently on a month-to-month tenancy which began on January 1, 2016 and the tenant still resides in the rental unit. Rent in the amount of \$1,650.00 is payable on the 1<sup>st</sup> day of each month, however the tenancy agreement provided by the tenant is silent on the date that rent is payable. There are no rental arrears. The tenancy agreement is also silent with respect to any security deposit or pet damage deposit, and the landlord testified that the tenant didn't pay either to the previous landlord.

The landlords proposed a tenancy agreement to the tenant in the upper level, and a copy has been provided for this hearing. It is not signed by a tenant but signed by a landlord on May 23, 2024. It specifies a security deposit in the amount of \$825.00 and a pet damage deposit of \$825.00 by May 31, 2024. The landlords asked for a security deposit and a pet damage deposit, and to sign a new tenancy agreement but the tenant refused.

The lower level suite is occupied by a tenant on a month-to-month basis which commenced on June 1, 2010 for rent in the amount of \$800.00 payable on the 1<sup>st</sup> day of each month. A security deposit in the amount of \$400.00 was collected on June 1, 2010, and the tenancy agreement was signed on September 13, 2024.

The landlord further testified that on September 25, 2024 the landlords served the tenant in the upper level suite with a Four Month Notice to End Tenancy For Landlord's Use of Property by registered mail, and a copy has been provided by the tenant for this hearing. It is dated September 25, 2024 and contains an effective date of vacancy of January 31, 2025. The reason for issuing it states: 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), JF, and intends in good faith to occupy the rental unit for at least 12 months.

The landlords also served the lower level tenant with a Four Month Notice to End Tenancy For Landlord's Use of Property, and a copy has been provided by the tenant. It is not signed or dated, but contains an effective date of vacancy of February 28, 2025 indicating that the rental unit will be occupied by the spouse of the landlord. It was also served by registered mail, on October 5, 2024. The landlord testified that it was signed on October 6, 2024.

The landlords will do some renovations and then the landlord, JF will move in with her mother. The 2 units will be combined as 1 and they will share the 2 units. The landlord does not know the extent of the planned renovations or whether or not permits will be required.

The new tenancy agreement was presented to the upper level tenant in April, 2024 and the landlords decided after that to move in. The landlords needed to ensure safety of the property at that moment. The plan to move in was later; with an immigration plan for the landlord's mother who lives overseas. Immigration documents have also been provided for this hearing. One says that the application does not meet the requirements, and the landlords sent the documents required on October 11, 2024 to an agent who was looking after that for the landlord. Between May and October, all documentation had been submitted, but the landlord is not sure if conformation from Immigration has been received. The landlord's son may move in as well.

The landlord's mother wants to live independently, and currently does, but needs some support from her daughter. The landlord and mother will move in when sponsorship from Immigration is approved, which may take until May, 2025.

**The second landlord** (JF) testified that in April, 2024 the landlord tried to get the tenants to sign new tenancy agreements.

The landlord intends to move into the rental home, which is planned for next year, after some renovations are done. The landlord's mother is also going to move in, after renovations, in the middle of next year. Notices to end the tenancies were given to give time to do the renovations and have the landlord's mother there. The landlord has an agent for her mother's immigration who said it will take 12 months. It is a step-by-step process. This week the landlord sent a letter out, and after that the landlord's mother will have to do some exams. It apparently takes 12 months from the first Immigration letter. The landlord needs time to prepare and purchase furniture, etc.

The landlord's husband will not be moving in; he will be doing the renovations. The landlord does not know the details or extent of the renovations planned, or whether or

not permits will be required. The landlords do not have plans with respect to selling the current home.

**The first tenant** (KM) lives in the upper level of the rental home, and testified that there have been a few items to support that the landlords are acting in bad faith, including that they have an extremely under-market rent, and would gain probably over \$60,000.00 per year, and any penalty by law would not prevent that financial increase.

There is a huge discrepancy about the landlord's current home and the rental; their home is a \$2.6 million dollar home, and the rental address building is assessed at \$29,000. Any renovations that the landlords were to do to bring it anywhere near that would be pretty significant.

The tenants have uploaded evidence showing the condition of the rental home, and of the landlord's current home. It does not make sense to offer a 1 year lease and now evict.

The tenant has provided a document entitled "1-Dispute-Argument" and a "Timeline" of communications which the tenant affirms are true. The tenant testified that the whole tone has been adversarial, and the documents show how much the tenant's requests were ignored.

The tenant did not give a security deposit to the previous landlord, but was open to giving the current landlord a security deposit, but there were things in the document that the tenant did not agree to.

**The second tenant** lives in the lower level of the rental home, and testified that the Four Months Notice to End Tenancy For Landlord's Use of Property was received by the tenant on October 9, 2024 by registered mail. The copy that the tenant received shows that it is signed and dated by the landlord on October 6, 2024.

The tenant has provided a document entitled "W M 5 Reasons for disputing NTE" which the tenant affirms is true. It is not likely that the landlord will move in, and there is no concrete evidence from the landlords that they will move in.

### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, and in the case of a Four Month Notice to End Tenancy For Landlord's Use of Property (the Notice), the landlord must demonstrate good faith intent to accomplish the

purpose for ending the tenancy as set out in the Notice, within a reasonable time after the effective date of the Notice. I have reviewed both Notices and I accept the testimony of the tenant in the lower level that the copy of the Notice received by registered mail from the landlord was signed and dated. I find that both Notices are in the approved form and contain information required by the *Act*.

The first tenant have named 3 landlords in this dispute: JF, EHF and HM. The second tenant has named 3 landlords: PLH which is a company name, and JF and HM. The landlord EHF is a property manager, and JF and HM are spouses. The Notices to end the tenancies show the landlords' are HM, JF and EHF, and that the landlord JF will occupy the rental units.

The property manager testified that the landlords would do some renovations and then the landlord JF will occupy the rental unit with her mother. They will combine the 2 units and share them, but does not know the extent of planned renovations or whether or not permits will be required.

The landlord JF testified that after renovations, the landlord and mother intend to move in in the middle of next year. The Notices to end the tenancies were given to provide the time to do the renovations and for her mother to arrive from overseas, which is a step-by-step process and was told that it will take 12 months for the immigration process from the first immigration letter. She also testified that her mother wants to live by herself, and that her husband will not be moving into the rental unit. The landlord does not know the extent of the renovations planned or if permits are required, only that her husband will do the renovations. The landlord's husband did not testify.

I have reviewed all of the evidence provided by the parties, and I note that the first letter from Immigration, Refugees and Citizenship Canada (Immigration) is dated May 29, 2024 with respect to a Parents and Grandparents Program. It invites the landlord JF to apply to sponsor parents and states that the parent must apply on or before August 2, 2024, and sets out some requirements.

The second letter from Immigration is dated October 2, 2024 addressed to the landlord JF states that the application for sponsorship does not meet the requirements for processing due to missing documents, and provides 30 calendar days from the date of the letter to submit the documentation.

The property manager testified that documentation has been submitted to Immigration between May and October, 2024 through an agent, and the updated documents were sent on October 11, 2024 to the agent, but does not know if Immigration has yet received them.

The tenant asked that I review a document entitled “WM – 5 - Reasons for Disputing Eviction Notice” which I have read. The first point is that the landlord currently resides in a luxury property, vastly superior to the rental unit in terms of both size and condition, making it seem highly unlikely that the landlord and family would genuinely want to relocate to property that is in poor condition and has ongoing repair issues. It also states that the rent is currently well below market rate, increasing the probability of an ulterior motive, which could motivate the landlord to re-rent for a significant higher amount.

The parties also agree that the landlord offered the tenant in the upper unit a new tenancy agreement in April, 2024 effective May 1, 2024 on a fixed-term basis. I have to accept that the end date of the fixed term, April 30, 2024 is in error, which means that it was on a fixed-term basis until April 30, 2025 and then would have reverted to a month-to-month tenancy. The tenant suggests that shows that the landlord is not acting in good faith. The property manager testified that the proposed tenancy agreement was presented to one of the tenants in April, 2024 because they had to ensure safety of the property at that moment, but didn't elaborate on what that meant.

I have also reviewed the Dispute Argument provided by the tenant that states that since the landlords purchased the property they have repeatedly, on at least 4 occasions in June, 2024, demanded a security deposit, with threats of eviction by the property manager.

The tenant's documentation also states that despite multiple requests for urgent electrical repairs, the landlords have failed to address them.

I also question why, if the landlord intends to renovate and then to occupy both rental units, the landlord issued the notices to end the tenancies in separate months; one in September and the other in October, 2024.

Considering the evidence and the testimony of the parties, I am not satisfied that the landlords have established good faith intent to accomplish the stated purpose for ending either tenancy.

Therefore, both Four Month Notices to End Tenancy For Landlord's Use of Property dated September 25, 2024, and October 6, 2024 are hereby cancelled and the tenancies continue until ended in accordance with the law.

Since the tenants have been successful with the applications, each tenant is entitled to recover their respective \$100.00 filing fees from the landlords. I grant a monetary order in that amount to each of the 2 tenants. The landlords must be served with the order,

and I order that the tenants be permitted to reduce rent by that amount for a future month as full recovery, or may file the orders in the Provincial Court of British Columbia, Small Claims division for enforcement as an order of that Court.

The balance of the first application is dismissed with leave to reapply.

### Conclusion

For the reasons set out above, the Four Month Notice to End Tenancy For Landlord's Use of Property dated September 25, 2024 for the upper level of the rental home is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

The Four Month Notice to End Tenancy For Landlord's Use of Property for the lower level rental unit dated October 6, 2024 is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

The tenant's application for an order that the landlord make repairs to the rental unit or property is hereby dismissed with leave to reapply.

The tenant's application for an order that the landlords comply with the *Act*, regulation or tenancy agreement is hereby dismissed with leave to reapply.

I hereby grant a monetary order to each of the tenants as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 as recovery of the filing fees, and I order that the tenants be permitted to reduce rent for a future month by that amount, or may otherwise recover it.

This order is final and binding and may be enforced.

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: December 05, 2024

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Residential Tenancy Branch