



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant, filed under the Residential Tenancy Act (the “Act”), for a monetary order for money owed pursuant to section 49 and 51 of the Act and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the tenant entitled to monetary compensation pursuant to section 49 and 51 of the Act?

Background and Evidence

The tenancy began on September 1, 2014. Current rent in the amount of \$1,872.00 was payable on the first of each month. The tenant paid a security deposit of \$900.00. The tenancy ended on August 31, 2019, pursuant to a Two Month Notice to End Tenancy for Landlord’s Use of Property.

The tenant testified that they received the Notice, and the landlord’s son was moving into the premise. The tenant stated that the landlord’s son did moved into the rental premise; however, he was advertising the premises in the shared accommodation section to rent out the extra bedrooms.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant received the Notice, as the landlord's son was moving into the premise. The landlord's son moved into the premise and was renting out the extra rooms in a shared accommodation arrangement.

I do not find this a violation of the Act, as the landlord's son is living in the premise and is using the premise for their own use. The landlord's son is not prohibited from having roommates, if he is residing in the premise. Having roommates is not a violation of the Act.

I find the tenant has failed to prove a violation of the Act by the landlord. Therefore, I dismiss the tenant's application without leave to reapply.

As the tenant was not successful, I find the tenant is not entitled to recover the cost of the filing fee.

Conclusion

The tenant failed to prove a violation of the Act by the landlord. The tenant's application is dismissed.

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 13, 2019

Residential Tenancy Branch