



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlords Use of Property (the 2 Month Notice) pursuant to section 49; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and arguments. The landlord was represented by an agent. The parties confirmed that they had exchanged their documentary evidence.

### Issues to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to a monetary order as claimed?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

The landlords' agent gave the following testimony. The tenancy began on or about February 15, 2021. Rent in the amount of \$1656.00 is payable in advance on the first day of each month. The landlord issued a Two Month Notice to End Tenancy for Landlords Use of Property on December 14, 2022 with an effective date of February 28, 2023 so that the owner/landlord can move in. The agent testified the owner is 31 years old and has always lived with family. The agent testified that the owner wants his own

place and be able to have privacy with his girlfriend. The agent testified that no one other than the owner will be moving into the home. The agent testified that the tenant has made numerous allegations that are untrue. The agent testified that they seek an order of possession.

The tenant gave the following testimony; feels the notice is “unfair”. The tenant testified that the rental market is very challenging and that it will be difficult for him to find another home. The tenant submits that the landlords own tenancy is coming to an end and that’s the real reason why he wants to move in.

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant’s claim and my findings around each are set out below.

The tenant has called into question whether the landlord has issued the notice in good faith. Residential Tenancy Policy Guideline 2 addresses the “good faith requirement” as follows.

*Good faith is an abstract and intangible quality that encompasses an honest intention, the absence of malice and no ulterior motive to defraud or seek an unconscionable advantage.*

*A claim of good faith requires honesty of intention with no ulterior motive. The landlord must honestly intend to use the rental unit for the purposes stated on the Notice to End the Tenancy. This might be documented through:*

*a Notice to End Tenancy at another rental unit;*

*an agreement for sale and the purchaser’s written request for the seller to issue a Notice to End Tenancy; or*

*a local government document allowing a change to the rental unit(e.g., building permit) and a contract for the work.*

*If evidence shows that, in addition to using the rental unit for the purpose shown on the Notice to End Tenancy, the landlord had another purpose or motive, then that evidence raises a question as to whether the landlord had a dishonest*

*purpose. When that question has been raised, the Residential Tenancy Branch may consider motive when determining whether to uphold a Notice to End Tenancy.*

*If the good faith intent of the landlord is called into question, the burden is on the landlord to establish that they truly intend to do what they said on the Notice to End Tenancy. The landlord must also establish that they do not have another purpose that negates the honesty of intent or demonstrate they do not have an ulterior motive for ending the tenancy.*

The landlords' agent gave clear concise and credible testimony. He provided details as to the rationale for the owner to become more independent and move into the next phase of his life. The tenant only provided speculation or theories with no corroborating disputing evidence. Based on the above, and on a balance of probabilities, I find that the landlord has provided sufficient evidence to show that they have issued the notice in good faith. I find that the notice is valid in its form and content as required under section 52 of the Act. As a result, the landlord is entitled to an order of possession pursuant to Section 55 of the Act. The tenancy is terminated.

The Notice remains in full effect and force.

### Conclusion

The tenancy is terminated. The landlord is granted an order of possession. The tenants' application is dismissed in its entirety. 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: April 18, 2023

---

Residential Tenancy Branch