

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

**Dispute Codes** CNL, FF

### **Introduction**

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for the landlord's use of the property. The tenant also applied for the recovery of 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 to me.

### **Issues(s) to be Decided**

Has the landlord validly issued the notice to end tenancy?

### **Background and Evidence**

This month to month tenancy began on May 01, 2005. The rent is \$825.00 per month payable on the first of each month.

On June 28, 2009, the landlord served the tenant with a two month notice to end tenancy. The landlord neglected to fill out the second page of the notice but had explained the purpose of the notice to the tenant prior to serving the notice. The landlord intends to sell the home and wanted to make some changes to the suite prior to listing the property for sale. The tenant applied to cancel the notice based on the fact that the notice was incomplete and therefore not valid.

The landlord testified that the tenant owes back rent in the amount of approximately \$2,000.00 and upon calling the Residential Tenancy Branch; she was informed of her options. The landlord chose to serve a two month notice to the tenant instead of a ten day notice for non payment of rent in the interest of the tenant.

She stated that she had a good relationship with the tenant and she wanted to help the

tenant by giving him a month of rent free living. The landlord also added that after not having had to pay rent for the month of July, the tenant has not paid August rent in full nor has he paid rent for the current month of September.

The tenant did not dispute the testimony of the landlord. He admitted that he owed rent in excess of \$2,000.00, to the landlord. He also stated that he had already found a new place to rent and intended to move out within the next week.

### **Analysis**

Since the tenant confirmed his intentions to move out, his application to cancel the notice to end tenancy is no longer relevant and accordingly, is dismissed

### **Conclusion**

The tenant's application is dismissed. The Tenant must bear the cost of filing this application.

Dated September 01, 2009.

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Dispute Resolution Officer