



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, filed October 29, 2014, in which the Tenant sought the following Orders:

1. To allow the Tenant more time to make an application to cancel a notice to End Tenancy;
2. For an Order cancelling the One Month Notice to End Tenancy for Cause issued October 19, 2014 (the, "Notice"); and
3. To recover the cost of filing the application.

The Tenant and his father appeared (although his father did not participate). The Landlord and the Landlord's son and agent (collectively referred to as the "Landlord") also appeared. The Tenant and the Landlord gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, 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

As the Tenant applied for Dispute Resolution within 10 days, it is not necessary to consider his request for more time to apply. The only remaining issues to be decided are:

1. Should the Notice be cancelled?
2. Is the Tenant entitled to recover his filing fee?

Background and Evidence

The Landlord testified that the Notice was served personally on the Tenant on October 19, 2014. The Notice indicated that the reason for issuing the Notice was that the rental unit needed to be vacated to comply with a government Order. No evidence was submitted by the Landlord and in particular, nothing was filed which would support such a claim. When asked to provide further details, the Landlord's agent stated that the Notice had been completed erroneously and the Landlord wished it withdrawn. The Landlord confirmed he did not communicate his intention to withdraw the Notice to the Tenant prior to the hearing.

Also introduced in evidence was a 2 Month Notice to End Tenancy for Landlord's issued on November 5, 2014 (the "2 Month Notice"). The Landlord confirmed that the Landlord wished to withdraw the 2 Month Notice as well.

I found it unnecessary to hear evidence from the Tenant.

Analysis and Conclusion

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

The Landlord failed to provide any evidence which would support the issuance of the Notice; further, the Landlord indicated he did not wish to proceed with the Notice. Accordingly, I find that the Notice should be cancelled and I grant the Tenant's request.

The Tenant applied for dispute resolution to protect his interests. As the Landlord's intentions to withdraw the Notice were not communicated to the Tenant prior to the hearing, the Tenant's request to recover the filing fee is granted. The Tenant shall be credited \$50.00 towards his next month rent.

The Landlord also testified that he wished to withdraw the 2 Month Notice. As the Tenant has not applied to dispute the 2 Month Notice, I make no finding in this regard, only to confirm the Landlord does not wish to proceed on the 2 Month Notice.

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*.

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Dated: December 05, 2014

Residential Tenancy Branch

