



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Advent Real Estate Service
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by one of the tenants.

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on May 13, 2015 in accordance with Section 89.

Based on the undisputed testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

I also note that while the tenant stated that he had not received any evidence from the landlord, the landlord had submitted evidence to the Residential Tenancy Branch on June 9, 2015. As the landlord did submit evidence to the Branch I find the landlord was clearly aware of the tenant's Application and was prepared to attend the hearing.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 67, and 72 of the *Act*.

Analysis

Section 49 of the *Act* allows a landlord to end a tenancy if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

Section 49(5) of the *Act* stipulates that a tenant may dispute a notice issued under Section 49 by submitting an Application for Dispute Resolution within 15 days of receiving the notice. Section 49(6) states that if the tenant does not submit an Application for Dispute Resolution within 15 days the tenant is conclusively presumed to

have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit.

Residential Tenancy Branch Rule of Procedure 10.1 states that a dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application with or without leave to re-apply.

As the landlord has failed to attend this hearing, I find the landlord has failed to establish that the 2 Month Notice to End Tenancy for Landlord's Use of Property on April 23, 2015 citing that the rental unit would be occupied by the landlord; the landlord's spouse; or a close family member of the landlord or spouse should be allowed and enforced.

Conclusion

I hereby grant the tenant's Application and order the 2 Month Notice to End Tenancy for Landlord's Use of Property issued on April 23, 2015 to be cancelled and that the tenancy remains in full force an effect.

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the tenant for this application. I order the tenant may deduct this amount from a future rent payment, pursuant to Section 72(2)(a).

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: June 23, 2015

Residential Tenancy Branch

