



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

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

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

The tenants written submissions includes their notice to end the tenancy early dated June 17, 2015 indicating that they would vacate the rental unit on or before July 1, 2015. At the outset of the hearing the tenant confirmed that she had moved out of the rental unit and she was no longer seeking to cancel the 2 Month Notice to End Tenancy for Landlord's Use.

However, the tenant testified that the landlord has failed to provide her with the compensation required when issuing a 2 Month Notice or with the return of her security deposit. The tenant sought these funds through this hearing.

As the tenant's Application for Dispute Resolution did not include seeking a monetary order for compensation or for return of the security deposit, I advised the tenant I could not proceed on those matters in this hearing because she did not amend her Application at any time. As such, I advised the tenant she remains at liberty to file a separate Application for Compensation.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property, pursuant to Section 49 of the *Residential Tenancy Act (Act)*.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution 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: August 17, 2015

Residential Tenancy Branch

