



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1024288 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL FF

### Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the tenants to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property (the “2 Month Notice”), and to recover the cost of the filing fee.

Tenant J.S., who stated he was representing both tenants, attended the teleconference hearing. The tenant gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”), Application for Dispute Resolution (the “Application”) and documentary evidence were considered. The tenant testified that the Notice of Hearing, Application and documentary evidence was served on the landlord by registered mail on September 28, 2015 to the service address provided by the landlord on the 2 Month Notice, a copy of which was also submitted in evidence and is dated September 14, 2015. The landlord provided a registered mail tracking number in evidence. According to the online registered mail tracking website, the registered mail package was successfully delivered and signed for on September 29, 2015. Based on the above, I find the landlord was sufficiently served with the Notice of Hearing, Application and documentary evidence in accordance with the *Act* on September 29, 2015.

### Background and Evidence

The tenants applied on September 25, 2015 to dispute the 2 Month Notice which is within the 15 day timeline permitted under section 49 of the *Act* as the 2 Month Notice is dated September 14, 2015. The 2 Month Notice effective vacancy date is listed as

November 23, 2015. When tenants apply to dispute a 2 Month Notice, the burden of proof falls to the landlord to prove that the 2 Month Notice has merit and should be upheld. The landlord has been deemed served and failed to attend the hearing to present the merits of the 2 Month Notice dated September 14, 2015.

### Analysis

Based on the documentary evidence and the tenant's undisputed oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

**2 Month Notice** - As the landlord failed to attend the hearing to present the merits of the 2 Month Notice dated September 14, 2015, even after being served under the *Act*, I find the landlord has failed to prove that the 2 Month Notice has merit. Therefore, I **cancel** the 2 Month Notice dated September 14, 2015.

**I ORDER** the tenancy to continue until ended in accordance with the *Act*.

As the tenants' application had merit, I grant the tenants' the recovery of their filing fee in the amount of **\$50**. I **authorize** the tenants to deduct \$50 from a future month's rent on a one-time basis in full satisfaction of the recovery of their filing fee.

### Conclusion

The tenant's application is successful. The 2 Month Notice dated September 14, 2015 is cancelled and is of no force or effect.

The tenant shall continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: November 25, 2015

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Residential Tenancy Branch

