



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, O, OLC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the two month Notice to End Tenancy dated September 21, 2015

A hearing was initially set for December 15, 2015. At the request of the Tenant I ordered that the hearing be adjourned to the next available date at the tenant had been hospitalized.

A hearing was conducted on February 9, 2016 by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the two month Notice to End Tenancy was served on the Tenant by posting on September 30, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the tenant was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated September 21, 2015?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on July 1, 2010. The present rent is \$1145 per month payable in advance on the first day of each month. The tenant paid a security deposit but could not remember the amount that was paid. The landlord was not the owner of the rental property when the tenant moved in.

Grounds for Termination:

The Notice to End Tenancy relies on the following grounds:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse
- All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit

Analysis:

The landlord acknowledged he had made an error in identifying the grounds set out in the Notice. He further testified he has served a new Notice to End Tenancy on the Tenant. The landlord stated that he wished to withdraw the Notice.

I ordered that the Notice to End Tenancy dated September 21, 2015 be cancelled as withdrawn. I further ordered that the landlord pay to the Tenant the sum of \$50 for the cost of the filing fee.

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: February 9, 2016.

Residential Tenancy Branch

