



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 2 month Notice to End Tenancy dated June 1, 2016

A hearing was conducted by conference call in the presence of the tenant but in the absence of the landlord although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 2 month Notice to End Tenancy was personally served on the Tenants on June 1, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the tenants was personally served on the landlord on June 17, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the 2 month Notice to End Tenancy dated June 1, 2016?

### Background and Evidence

The tenant testified the tenancy began on March 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

The tenant testified that the 2 month Notice to End Tenancy does not include the name of the tenant anywhere in the document. It alleges 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

The tenant testified the landlord told him that the landlord intends to use the rental unit to house a cousin who does not qualify under the section. The tenant did not provide a copy of the 2 month Notice to End Tenancy but stated he would provide a copy the next day. The tenant failed to provide the copy of the Notice.

Analysis:

The landlord failed to attend the hearing or provide evidence of any sort. I determined the landlord has failed to establish sufficient grounds to end the tenancy based on the evidence presented.

Determination and Orders:

I determined that it was appropriate to order that the 2 month Notice to End Tenancy dated June 1, 2016 be cancelled even though the tenant failed to provide a copy of the Notice. The tenant's testified the landlord intended to use the rental unit to house a cousin which is not one of the persons qualified under section 49. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. The Application for Dispute Resolution does not make a claim to recover the cost of the filing fee. As a result I determined it was not appropriate to make such an order.

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: July 31, 2016

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Residential Tenancy Branch

