



# 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 pursuant to section 49 of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice").

The landlord did not participate in the conference call hearing, which lasted approximately 10 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant testified that on February 20, 2017 he forwarded the tenant's application for dispute resolution hearing package via registered mail to the landlord. The tenant provided a Canada Post receipt and tracking number as proof of service. Based on the testimony of the tenant and in accordance with sections 89 and 90 of the *Act*, I find that the landlord has been deemed served with the application on February 25, 2017, the fifth day after its registered mailing.

### Issue(s) to be Decided

Should the landlord's 2 Month Notice be cancelled?

### Background and Evidence

The tenant testified that this tenancy began on December 1, 2015 for a fixed term until November 30, 2015 at which time the tenancy continued on a month-to-month basis. Rent in the amount of \$960.00 is payable on the first of each month. The tenant remitted \$480.00 for the security deposit at the start of the tenancy. The tenant continues to reside in the rental unit.

The tenant acknowledged personal receipt of the landlord's 2 Month Notice on February 2, 2017. The grounds to end the tenancy were not included in the 2 Month Notice received by the tenant.

### Analysis

Section 49 of the *Act* provides that upon receipt of a 2 Month Notice the tenant may, within fifteen days; dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice within time, the landlord bears the burden to prove the grounds for the 2 Month Notice.

The tenant disputed the 2 Month Notice within 15 days. Specifically, he received the 2 Month Notice on February 2, 2017 and filed his application on February 16, 2017. Because the landlord did not attend the hearing I find she has failed to satisfy the burden of proof and I therefore allow the tenant's application to cancel the 2 Month Notice.

### Conclusion

The tenant's application to cancel the 2 Month Notice is upheld. The tenancy continues until it is ended in accordance with the *Act*.

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: March 15, 2017

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Residential Tenancy Branch