



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the tenant to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property dated June 19, 2017 (the “2 Month Notice”).

The tenant and an agent for the landlord (the “agent”) attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Preliminary and Procedural Matter

The surname of the landlord has been corrected in accordance with section 64(3) of the *Act*.

Background and Evidence

The tenant applied on March 9, 2017 to dispute the 2 Month Notice which is incorrectly dated for June 19, 2017 which is in the future. The 2 Month Notice has an effective date of April 14, 2017 which is not correct also as rent is due on the first day of each month. 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.

Analysis

As the 2 Month Notice is dated for the future **I cancel** the 2 Month Notice and **I order** that the tenancy continues until ended in accordance with the *Act*. I have considered that the effective vacancy date cannot be before the date the 2 Month Notice is dated.

Conclusion

The tenant's application is successful.

The 2 Month Notice is invalid as it is dated for a date in the future and has been cancelled.

The tenancy 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: April 11, 2017

Residential Tenancy Branch