



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      CNL FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 2 Month Notice to End Tenancy For Landlord's Use of Rental Property, pursuant to section 49;
- plus various other remedies under the Act; and,
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing.

### Preliminary Issue – Scope of Application

*Residential Tenancy Branch Rules of Procedure*, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants' application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

### Issues

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background & Evidence

This tenancy began approximately 8 years ago. The current monthly rent is \$1300.00 payable on the 1<sup>st</sup> day of each month.

The landlord served the tenant with the 2 Month Notice dated March 30, 2017 by posting a copy to the door of the rental unit.

Subsequently, on April 24, 2017, the parties entered into a mutual agreement to end the tenancy effective April 1, 2018.

### Analysis

I find that subsequent to the issuance of the 2 Month Notice, the parties entered into a mutual agreement to end tenancy, which is not effective until April 1, 2018. Therefore, the tenant's application to cancel the 2 Month Notice dated March 30, 2017 is a moot point. As such, I make no findings on the merits of the 2 Month Notice.

Accordingly, the 2 Month Notice to End Tenancy dated March 30, 2017, is hereby cancelled and of no force or effect. As I made no findings on the merits of the 2 Month Notice as a result of the parties entering into a mutual agreement to end tenancy, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application from the landlord.

### Conclusion

The landlord's 2 Month Notice dated March 30, 2017 is hereby cancelled and of no force or effect. This 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: June 12, 2017

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Residential Tenancy Branch