



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE PROPERTY MGMT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT CNL FF

Introduction

This hearing dealt with an Application for Dispute Resolution (the “application”) under the *Residential Tenancy Act* (the “Act”) by the tenant for more time to make an application to dispute a notice to end tenancy, to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property dated September 29, 2017 (the “2 Month Notice”), and to recover the cost of the filing fee.

The tenant attended the teleconference hearing. The tenant gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

As the landlords did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”), application and documentary evidence were considered. The tenant testified that on October 25, 2017 she personally served a landlord agent Mr. M (the “agent”) who also accepted service of the owner of the rental unit, D.F. (the “owner”) and faxed in confirmation to support that Mr. M of Royal LePage Property Management wrote and signed a document that certifies that he was served with the “Notices of Dispute Resolution Proceeding” at the Royal LePage Property Management office. Based on the above, I find the landlords were sufficiently served pursuant to the *Act* on October 25, 2017 when an agent for the property management company signed for and accepted service of the dispute resolution package.

Issues to be Decided

- Should the tenant be granted extra time to apply to cancel a notice to end tenancy under the *Act*?
- Should the 2 Month Notice be cancelled?
- Is the tenant entitled to the recovery of the cost of the filing fee?

Background and Evidence

The tenant testified that on October 7, 2017, she travelled to pick up a registered mail package as she received a registered mail card but was unable to obtain the package as she did not have identification to present to the post office so they would not release the package to her. The tenant testified that on October 11, 2017 after contacting the landlord, the landlord wrote to her to explain what was in the package and that within 15 days of that date she disputed the 2 Month Notice on October 25, 2017. A copy of the October 11, 2017 letter from the property management company was submitted in evidence and supports the tenant's testimony.

Regarding the 2 Month Notice, the landlord failed to attend the hearing to present evidence to support that the 2 Month Notice is valid. The tenant continues to occupy the rental unit and stated that while the 2 Month Notice lists the only reason as follows:

☒ The landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant.

[Reproduced as written]

The tenant also stated that when she checked with the city, there are no permits issued regarding the rental property and as a result, the tenant was alleging that the 2 Month Notice was not issued in good faith.

Analysis

Based on the undisputed documentary evidence and the tenant's undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, I find the tenant provided sufficient reasons to satisfy me that she should be granted additional time to make an application to cancel a notice to end tenancy under the *Act*. As a result, I find the tenant applied within the 15 day timeline provided under section 49 of the *Act* to dispute a 2 Month Notice.

Furthermore, I find the tenant's application to be unopposed by the landlords as the landlords were sufficiently served and did not attend the hearing to present evidence to support that the 2 Month Notice is valid and issued in good faith.

Therefore, I cancel the 2 Month Notice and find that it is of no force or effect. The tenancy shall continue as a result.

I ORDER the tenancy to continue until ended in accordance with the *Act*.

As the tenant's application was successful, I grant the tenant the recovery of the cost of their filing fee in the amount of **\$100.00** pursuant to section 72 of the *Act*. **I authorize** the tenant to deduct **\$100.00** on a one-time basis from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The tenant's application is successful.

The 2 Month Notice dated September 29, 2017 is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the *Act*.

The tenant has been authorized to deduct \$100.00 on a one-time basis from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

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: November 16, 2017

Residential Tenancy Branch