



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL

Introduction

On September 17, 2017 the tenant applied to cancel a two month Notice to end tenancy for landlords' use of the property that was issued on September 2, 2017.

The tenant provided affirmed testimony that on September 22, 2017 copies of the Application for Dispute Resolution and Notice of Hearing were sent to each landlord via registered mail at the address noted on the application. A Canada Post tracking number was provided as evidence of service to each landlord. Both packages were accepted by the landlord on September 25, 2017.

Therefore, I find that the hearing documents were served to each landlord on September 25, 2017 in accordance with section 89 and 90 of the Act.

Neither landlord appeared at the hearing.

Issue(s) to be Decided

Should the one month Notice ending tenancy for cause issued on September 2, 2017 be cancelled or must the landlord be issued an order of possession?

Background and Evidence

The tenant supplied a copy of a two month Notice to end tenancy for landlords' use of the property issued on September 2, 2017. This Notice followed receipt of a June 21, 2017 decision (see cover page for file number) issued in relation to an application made by the landlord requesting a 57.30% rent increase. The application was dismissed.

The tenant received the June 21, 2017 decision on August 17, 2017. On August 16, 2017 a Notice of Rent Increase, in the approved form, was issued. On September 2,

2017 the Notice ending tenancy was issued, indicating the landlord or close family member would occupy the rental unit.

The tenant's application raised the issue of good faith.

The hearing commenced at the scheduled start time. After 11 minutes the landlord had not entered the hearing. At this point, pursuant to section 62(3) of the Act I determined that the two month Notice ending tenancy for landlords' use issued on September 2, 2017 is of no force and effect and the Notice was cancelled.

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

I note that the tenant paid a \$100.00 filing fee. Pursuant to section 72(1) of the Act I find that the tenant is entitled to recover the filing fee cost from the next months' rent due.

Conclusion

The two month Notice ending tenancy for landlords' use issued on September 2, 2017 is cancelled.

The tenancy will continue until it is ended in accordance with the Act.

The tenant is entitled to make a \$100.00 deduction from the next month's rent due as compensation for the filing fee paid.

This decision is final and binding 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 14, 2017

Residential Tenancy Branch