



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL OLC FFT

Introduction

This hearing was convened in response to an application by the tenant under the *Residential Tenancy Act* (the Act) amended November 10, 2017 to cancel the landlord's 2 Month Notice to End for Landlord's Use (the Notice) dated October 31, 2017 and received November 02, 2017. The tenant also applied for the landlord to comply with the Act and recover the filing fee.

Both parties attended the hearing and acknowledged the exchange of evidence. The parties were advised that it is my decision that I will not deal with all the issues the tenant has put on their application. For claims to be combined on an application they must related. Not all the claims on this application are sufficiently related to the primary issue of the state of the tenancy to be dealt with together. I therefore will deal with the tenant's primary request to cancel the landlord's Notice to End Tenancy, and I dismiss the remaining claims of the tenant, *with liberty to re-apply*.

At the outset of the tenancy the tenant and landlord agreed that the dispute in respect to the Notice to End seemed resolved. The hearing proceeded on the merits of the Notice to End of this matter. The parties were permitted opportunity to present relevant testimony and make relevant submissions.

Issue(s) to be Decided

Is the landlord's Notice to End for Landlord's Use valid?

Background and Evidence

The *relevant* evidence in this matter is as follows. The tenant claims receiving the landlord's Notice to End for Landlord's Use of Property on November 02, 2018. The tenant determined to dispute the Notice to End. The landlord accommodated a change to the effective date of the Notice to end agreeing to amend the effective date to January 31, 2018. The tenant testified they are no longer disputing the landlord's Notice to End and further testified that they are in fact vacating on or before January 31, 2018. The parties each confirmed the tenant has been compensated pursuant to the tenant's entitlement for receiving the 2 Month Notice to End, by way of the tenant withholding the (last month's) rent for January 2018.

Analysis

The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: www.gov.bc.ca/landlordtenant.

As the tenant is no longer disputing the landlord's Notice to End I **dismiss** their application to cancel it. In this type of application **Section 55(1)** of the Act states that if I dismiss the tenant's application or uphold the landlord's Notice to End I must grant the landlord an Order of Possession if it complies in respect to the form and content of the Notice. I find the landlord's Notice to End complies with **Section 52** of the Act and is valid. As a result, I must grant the landlord an **Order of Possession** for the agreed effective date of the Notice, **January 31, 2018**.

Conclusion

The tenant's application to cancel the landlord's Notice to End is **dismissed**. The balance of the tenant's claim is dismissed *with leave to reapply*.

I grant an Order of Possession to the landlord effective **January 31, 2018**.

The tenant must be served with this Order of Possession. If necessary, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding.

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: January 15, 2018

Residential Tenancy Branch