



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, OLC, FFT

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated January 16, 2018
- b. An order that the landlord comply with the Act, regulation and/or tenancy agreement.
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 2 month Notice to End Tenancy was sufficiently served on the Tenant on January 16, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on January 20, 2018. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated January 16, 2018?
- b. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or tenancy agreement?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

On January 22, 2016 the parties entered into a written tenancy agreement that provided that the tenancy would start on February 1, 2016 and continue on a month to month basis. The tenancy agreement provided that the tenant(s) would pay rent of \$1000 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$500 on January 22, 2016,

The landlord served a 2 month Notice to End Tenancy on the Tenant on January 16, 2018. Initially the tenant disputed the Notice. However, they found alternative accommodation and vacated the rental unit on February 15, 2018. The tenant stated they are no longer interested in disputing the Notice and wished to withdraw this claim.

Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse

Determination and Orders:

As the tenant stated she wished to withdraw her application to dispute the Notice I ordered that the application of the Tenant to cancel the Notice to End Tenancy be dismissed as withdrawn without leave to re-apply. As the tenant has vacated and the landlord regained possession there is no need to issue an Order of Possession. Further, I dismissed the other claims without leave to re-apply.

The tenant requested that the landlord return her security deposit of \$500. The landlord agreed to return the security deposit of \$500 provided that the tenant make arrangements to pick up the money.

This decision is final and binding on the parties.

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: March 16, 2018

Residential Tenancy Branch