



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, FF

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 March 27, 2018
- b. An order that the landlord comply with the Act, regulations 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.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 2 month Notice to End Tenancy was sufficiently served on the Tenant. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was sufficiently served on the landlord by mailing, by registered mail to where the landlord carries on business on April 5, 2018.

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 March 27, 2018?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on December 8, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$1700 per month payable in advance on the 8th day of each month. The tenant(s) paid a security deposit of \$850 and a pet damage deposit of \$850 at the start of the tenancy.

The representative of the landlord stated that the person who served the 2 month Notice to End Tenancy is no longer working for the respondent. There was miscommunication between he and the landlord and the landlord does not wish to end the tenancy at this time and wishes to withdraw the Notice. The tenant stated she wishes to continue to reside in the rental unit.

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

Analysis:

The landlord stated he no longer wishes to rely on the 2 month Notice to End Tenancy and wishes to withdraw the Notice to End Tenancy. The tenant stated she wanted to continue to reside in the rental unit. As a result I ordered that the 2 month Notice to End Tenancy dated March 27, 2018 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. I further order that the landlord pay to the tenant the sum of \$100 for the cost of the filing fee such sum may be deducted from future rent.

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: May 28, 2018

Residential Tenancy Branch