



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY 21 INTOWN REALTY C/O PENMAN PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL, MNDCT, FFT

### Introduction

On May 3, 2018, the Tenant applied for a dispute resolution proceeding seeking to cancel a Two Month Notice to End Tenancy for Landlord Use of Property (the “Notice”) pursuant to section 49 of the Act, seeking a Monetary Order for compensation pursuant to section 67 of the Act, and seeking to recover the filing fee pursuant to section 72 of the Act.

The Tenant attended the hearing, with her daughter K.K. as her agent. The Landlord did not appear. All in attendance provided a solemn affirmation.

The Tenant confirmed that she served the Landlord the Notice of Hearing package by registered mail on May 3, 2018 (the tracking number is provided on the cover page of this decision) to the Landlord’s service address on the Notice. Based on this documentary evidence and testimony, and in accordance with sections 89 and 90 of the Act, I am satisfied that the Landlord was served with the Notice of Hearing package.

I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- Is the Tenant entitled to monetary compensation?

- Is the Tenant entitled to recover the filing fee?

### Background and Evidence

K.K. testified that the Notice was served in person on April 30, 2018, and the reason for the Notice being issued was due to the Landlord having all the 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. However, neither the Landlord nor the Tenant submitted a copy of this Notice. As per Rule 3.19 of the Rules of Procedure, an Arbitrator may provide direction on requesting late evidence, and I requested a copy of the Notice as it is essential to the matter at hand. The Tenant faxed in a copy of the Notice that is in dispute after the hearing.

K.K. also submitted in her application that the Tenant is seeking four months' rent totaling \$3,580.00, plus moving costs of \$1,000.00 for insured movers, which she believes is the "legal compensation she is entitled to".

### Analysis

I proceeded with the hearing in the absence of the Landlord; however, as the burden of proof lies with the Landlord and as the Landlord did not attend the hearing, there is no evidence before me to enforce the Notice. As such, I am satisfied that the Notice of April 30, 2018 is of no force and effect.

With respect to the Tenant's claims for compensation, as this Notice has been cancelled, I dismiss this portion of her Application, as the tenancy is continuing and therefore, the Tenant is not entitled to compensation. I also note the compensation sought by the Tenant is in excess of the previous statutory limits, in effect at the time of the Application.

As the Tenant was successful in this Application, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this Application. I order that the Tenant deduct \$100.00 from a future month's rent in satisfaction of this debt.

Conclusion

Based on the above, I hereby order that the Two Month Notice to End Tenancy for Landlord Use of Property of April 30, 2018 to be cancelled and of no force or effect.

Pursuant to sections 67 and 72 of the *Act*, I authorize the Tenant to reduce a future month's rent by \$100.00 in satisfaction of recovery of the filing fee for this Application.

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: June 5, 2018

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Residential Tenancy Branch