



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes CNL

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;

The landlord did not attend this hearing, although I waited until 9:15 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 9:00 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The tenant testified that on April 12, 2018, she sent a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord by registered mail. A registered mail tracking number was provided in support of service. The landlord has also submitted an evidence package in response to the tenant's application.

Based on the above evidence, I am satisfied that the landlord was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the landlord.

### Issues

Should the landlord's Two Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

### Background and Evidence

The landlord served the tenant with the Two Month Notice on March 27, 2018.

The tenant filed an application to dispute the Notice on April 10, 2018. The tenant's application was filed within the time period required under the Act.

### Analysis

Section 49 of the Act contains provisions by which a landlord may end a tenancy for landlord's use of property by giving notice to end tenancy. Pursuant to section 49(8) of the Act, a tenant may dispute a 2 Month Notice by making an application for dispute resolution within fifteen days after the date the tenant received the notice. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 2 Month Notice.

The landlord did not participate in the hearing and as such has failed to provide sufficient evidence to justify cause to issue the Two Month Notice. Accordingly, the Two Month Notice to End Tenancy dated March 27, 2018, is hereby cancelled and of no force or effect.

### Conclusion

I allow the tenant's application to cancel the landlord's Two Month Notice, dated March 27, 2018, which is hereby cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

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 08, 2018

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Residential Tenancy Branch