



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC

Introduction

This is an Application for Dispute Resolution (the “Application”) brought by the Tenant requesting a cancellation of a Two Month Notice to End Tenancy for Landlord’s Use. The Tenant further requests that the Landlords comply with the Act, Regulations and/or tenancy agreement.

The Tenant appeared for the scheduled hearing. The Tenant provided two copies of the Notice of Hearing and her documentation to the Landlords by personally serving them at their residence on June 2, 2018. Neither Landlord appeared for the scheduled hearing. I find that the Notice of Hearing was properly served and that evidence was submitted by the Applicant.

I left the teleconference hearing connection open until 9:42 a.m to enable the Landlords to call into this teleconference hearing scheduled for 9:30 a.m. As the Tenant attended the hearing, she was given a full opportunity to be heard, to present affirmed testimony, and to make submissions. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Tenant and I were the only ones who had called into this teleconference.

Although all evidence was taken into consideration at the hearing, only that which was relevant to the issues is considered and discussed in this decision.

Issue to be Decided

Is the Tenant entitled to a cancellation of the Notice to End Tenancy, pursuant to section 49 of the *Residential Tenancy Act* (“Act”)?

If not, are the Landlords entitled to an Order of Possession pursuant to section 55 of the Act?

Is the Tenant entitled to an Order requiring the Landlord to comply with the Act, Regulations and/or tenancy agreement, pursuant to section 62 of the Act?

Background and Evidence

This tenancy began July 1, 2012 with monthly rent of \$650.00, later increased to the current \$750.00 a month. On May 13th, the Landlord served a Two Month Notice to End Tenancy dated May 11th on the Tenant, but it was not completed properly. The Tenant informed the Landlord of the requirements and the Landlord asked the Tenant to complete the form herself; the Tenant returned the unfinished form to the Landlords. Eventually the form was completed by the Landlords on May 20th and served on the Tenant, with an effective date of July 31, 2018.

The reason given was that the Landlord or close family members were going to reside in the rental unit. The Tenant argues that the Landlord intends to have his brother and his brother’s family move in, which does not meet the “close family” definition that would warrant an eviction under the legislation. She states that the Landlord tried to introduce his brother to the Tenant and asked to view the rental unit, to which she declined. She states that she is approached almost daily by one of the Landlords, asking when she is moving out. She states that the Landlords have even answered ads on kijiji on her behalf and booked her appointments to view other rental units. The Tenant states that this has been very stressful on her.

The Tenant states that this is the only home her children have known and that she does not want to move. She asks that the Notice to End Tenancy be cancelled.

Analysis

Rule 7.3 of the Residential Tenancy Branch Rules of Procedure states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Landlords did not call into the conference call by 9:40 a.m. I decided to proceed with the hearing in their absence.

When a tenant applies to dispute a notice to end tenancy issued by the landlord, the landlord must attend the hearing to present evidence to establish they are entitled to end the tenancy in accordance with the Act. In the absence of the landlord to present this notice, I find the Landlord has failed to substantiate they are allowed to end the tenancy under the Act. As a result, I order that the Two Month Notice to End Tenancy for Landlord's Use of Property issued on May 20, 2018 is cancelled.

Conclusion

The Two Month Notice to End Tenancy dated May 11, 2018; which was completed and re-served May 20, 2018, is of no force or effect; the tenancy shall continue until terminated by either party with proper notice.

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: July 19, 2018

Residential Tenancy Branch