



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FF

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord did not attend this hearing, which lasted approximately 20 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant stated that he served the landlord with his application for dispute resolution hearing package by way of registered mail on June 2, 2018. The tenant provided a Canada Post tracking number verbally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's application on June 7, 2018, five days after its registered mailing.

During the hearing, the tenant confirmed that he did not receive a 2 Month Notice from the landlord. He claimed that he only received a mutual agreement to end tenancy, a copy of which he did not provide for this hearing, that was rescinded by the landlord. He said that he also received a 1 Month Notice to End Tenancy for Cause from the landlord but he did not dispute it in this application and did not provide a copy of it. He stated that he was planning to move out of the rental unit by July 31, 2018.

I asked the tenant what relief he was seeking in this application. The tenant did not know. He asked whether he needed to move by July 31, 2018. I notified him that I could not give him legal advice as to whether he should move from the rental unit. I informed him that there was nothing for me to decide at this hearing, as he did not identify any issues for dispute and did not provide copies of any notices to end tenancy.

Since the tenant did not receive a 2 Month Notice from the landlord, there is no notice to cancel. The tenant did not identify any orders he wanted the landlord to comply with. Since the tenant did not proceed with his application, he is not entitled to recover his \$100.00 application filing fee from the landlord.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

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 17, 2018

Residential Tenancy Branch