



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction and Conclusion

This hearing convened as a result of a Tenants' Application for Dispute Resolution wherein the Tenants sought to cancel a 2 Month Notice to End Tenancy for Landlord's Use issued on June 29, 2018 (the "Notice").

The hearing convened by teleconference at 11:00 a.m. on September 6, 2018. Only the Tenants called into the hearing. The Tenant, R.J., testified that he served the Landlord on July 14, 2018 by registered mail. A copy of the registered mail tracking number is included on the unpublished cover page of this my Decision. He also confirmed that he personally served the Landlord on July 14, 2018.

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 Tenants and I were the only ones who called into this teleconference (which was left open until 11:21 a.m.)

I accept the Tenant's evidence that the Landlord was personally served on July 14, 2018 and I proceeded with the hearing in his absence.

R.J. stated that they wished to withdraw their application as they have agreed to move from the rental unit pursuant to the Notice. He stated that while they are concerned the Landlord does not intend to use the rental unit for the reasons cited on the Notice, they have agreed to accept the Landlord's request to end the tenancy and will move out on September 15, 2018.

R.J. also stated that the Landlord cashed their rent cheque for \$1,300.00 despite the fact they were entitled to receive a free month's rent pursuant to section 51(1) of the *Act*. The parties are reminded as to requirements of that section which read as follows:

Tenant's compensation: section 49 notice

51 (1) A tenant who receives a notice to end a tenancy under section 49 [*landlord's use of property*] is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

The Tenants' Application to cancel the Notice is withdrawn.

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: September 06, 2018

Residential Tenancy Branch