



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, FFT

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenants under the *Residential Tenancy Act* (the “Act”) to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Two Month Notice”), and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The Landlord and one of the Tenants was present for the teleconference hearing and were affirmed to be truthful in their testimony. The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Tenants’ evidence. The Tenant did not receive the Landlord’s evidence package except for a letter dated July 26, 2019.

The Landlord confirmed that only the letter was served to the Tenant. Therefore, as the Landlord did not serve their evidence in accordance with the *Residential Tenancy Branch Rules of Procedure*, the remainder of the Landlord’s evidence is not accepted and will not be considered in this decision.

### Issues to be Decided

Should the Two Month Notice to End Tenancy for Landlord’s Use of Property be cancelled?

If the Two Month Notice to End Tenancy for Landlord’s Use of Property is upheld, is the Landlord entitled to an Order of Possession?

Should the Tenants be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

### Background and Evidence

The parties were in agreement that the Two Month Notice was served to the Tenants on May 26 or May 27, 2019 by posting the notice in the Tenants' mailbox.

The Landlord submitted a letter dated July 26, 2019 which states that the Two Month Notice is revoked as the purchaser of the property no longer needs vacant possession. The Landlord confirmed at the hearing that the Two Month Notice dated May 26, 2019 is cancelled and therefore no longer in dispute.

The Tenant confirmed receipt of the July 26, 2019 letter revoking the Two Month Notice.

### Analysis

I accept the testimony of the parties, as well as the letter from the Landlord dated July 26, 2019 and therefore find that the Two Month Notice dated May 26, 2019 has been cancelled.

As such, I accept that there is no longer a Two Month Notice in dispute and instead that this tenancy continues until ended in accordance with the *Act*. As the Two Month Notice has been cancelled, I dismiss the Tenants' application, without leave to reapply.

As the Landlord confirmed that the Two Month Notice was served to the Tenants on or around May 26, 2019, I find that the Tenants were within their rights to dispute the notice after receipt. As such, I find that the Tenants are entitled to the recovery of the filing fee paid for the Application for Dispute Resolution, pursuant to Section 72 of the *Act*. The Tenants may deduct \$100.00 from their next monthly rent payment as satisfaction of this amount.

### Conclusion

The Two Month Notice was cancelled by the Landlord and is therefore no longer in dispute. The Tenants' Application for Dispute Resolution to cancel the Two Month Notice is dismissed, without leave to reapply. This tenancy continues until ended in accordance with the *Act*.

Pursuant to Section 72 of the *Act*, the Tenants may deduct \$100.00 from their next monthly rent payment as recovery of the filing fee paid for the Application for Dispute Resolution.

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 31, 2019

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Residential Tenancy Branch