



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 663482 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, OLC, MNDCT, FFT

Introduction

On July 16, 2020, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "*Act*"), seeking an Order to comply pursuant to Section 62 of the *Act*, seeking a Monetary Order for Compensation pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, and R.H. attended the hearing as an agent for the Landlord. All in attendance provided a solemn affirmation.

During the hearing, I advised the Tenant that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other and that I have the discretion to sever and dismiss unrelated claims. As such, I advised the Tenant that this hearing would primarily address the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, that her other claims would be dismissed, and that she is at liberty to apply for these claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on or around March 1, 2011. Rent is currently established at \$1,850.00 per month and is due on the first day of each month. A security deposit of \$700.00 was also paid.

All parties agreed that the Landlord served the Notice by posting it on the Tenant's door on June 29, 2020. The Tenant confirmed that she received the Notice on July 1, 2020. The reason the Landlord served the Notice is because "The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit." The Notice indicated that the effective end date of the tenancy was September 30, 2020.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

During the hearing, due to issues stemming from the pandemic, the Tenant advised that she has found alternate accommodations, so she would like to withdraw her Application and accept the Notice. The Landlord had no objections to this.

I find that the Tenant's request to withdraw the Application in full does not prejudice the Landlord. Therefore, the Tenant's request to withdraw the Application in full was granted. In addition, the Landlord was seeking an Order of Possession still.

In considering this matter, I have reviewed the Landlord's Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. In reviewing this Notice, I am satisfied that the Notice meets all of the requirements of Section 52 and I find that it is a valid Notice.

As such, pursuant to Section 55 of the *Act*, I find that the Landlord is entitled to an Order of Possession that takes effect at **1:00 PM on September 30, 2020** after service of this Order on the Tenant. The Landlord will be given a formal Order of Possession which must be served on the Tenant. If the Tenant does not vacate the rental unit after service of the Order, the Landlord may enforce this Order in the Supreme Court of British Columbia.

As the Tenant withdrew her Application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

Based on the above, as the Tenant withdrew her Application, the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property of June 29, 2020 is still effective.

The Tenant is at liberty to reapply on any of the other issues not related to the Notice. The Landlord is provided with a formal copy of an Order of Possession effective at **1:00 PM on September 30, 2020** after service on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: August 24, 2020

Residential Tenancy Branch