



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1168478 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL MNDCT RP RR FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) by the tenant to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated July 31, 2020 (2 Month Notice). While the tenant also applied for monetary compensation of \$24,850.00 under the Act, for regular repairs to the rental unit and a rent reduction, I have severed those portions under Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules), which I will explain in detail below.

The tenant and an agent for the corporate landlord company (agent) attended the hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The agent confirmed that they received and had the opportunity to review the tenant's documentary evidence submitted. The agent testified that the landlord did not submit evidence in response to the tenant's application. Given the above, I find the landlord was sufficiently served under the Act.

### Preliminary and Procedural Matters

Rule 2.3 of the RTB Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on their application, the most urgent of which is their application to cancel the 2 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 2 Month Notice and the tenant's application to recover the cost of the filing

fee at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply.

### Issues to be Decided

- Should the 2 Month Notice be cancelled?
- Is the tenant entitled to the recover of the cost of the filing fee under the Act?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence for my consideration. A month to month tenancy began on June 1, 2018 and survived the sale of the property when the new landlord (numbered company) purchased the rental property. The parties agreed that monthly rent of \$1,700.00 is due on the first day of each month and has not been increased during the tenancy. The tenant paid a security deposit of \$850.00 at the start of the tenancy.

The parties agreed that the landlord served the tenant with the 2 Month Notice dated July 31, 2020, and the tenant filed their application to dispute the 2 Month Notice on August 6, 2020, which is within the 15-day timeline provided under section 49 of the Act. The effective vacancy date listed on the 2 Month Notice is September 30, 2020.

The 2 Month Notice is not completed on page 2 and is missing a reason as to why it was issued. The agent testified that they did not know what to fill out as they want to end the tenancy for renovation purposes. The landlord stated they were not aware of the 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit under the Act (4 Month Notice), Form #RTB-29.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows.

The 2 Month Notice has an effective vacancy date of September 30, 2020. The tenant disputed the 2 Month Notice on August 6, 2020, which is within the 15-day timeline provided for under section 49 of the Act to dispute a 2 Month Notice. When a tenant disputes a 2 Month Notice, the onus of proof reverts to the landlord to prove that the 2 Month Notice is valid and should be upheld. If the landlord fails to prove the 2 Month Notice is valid, the 2 Month Notice will be cancelled.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

As the landlord failed to complete the reason at why the 2 Month Notice was issued, I find the 2 Month Notice is invalid and must be cancelled. As a result, I find that by failing to complete the 2 Month Notice and testifying that they want to renovate the rental unit, I find the landlord has failed to meet the burden of proof to support that the 2 Month Notice is valid. Therefore, I cancel the 2 Month Notice as it was not completed by the landlord and is of no force or effect.

I order the tenancy to continue until ended in accordance with the Act.

As the tenant's application had merit, I grant the tenants the recovery of the \$100.00 filing fee pursuant to section 72 of the Act. I authorize the tenants a one-time rent reduction in the amount of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to section 62(3) of the Act.

### Conclusion

The 2 Month Notice issued by the landlord is cancelled as it was incomplete and invalid. I order the tenancy to continue until ended in accordance with the Act. The tenant has liberty to reapply for the remainder of their claim that was severed under Rule 2.3 as noted above.

The tenant is granted a one time rent reduction for the filing fee of \$100.00 as noted above. This decision will be emailed to the parties. The landlord was advised of the 4 Month Notice under the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 17, 2020

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Residential Tenancy Branch