



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M, FFT

Introduction

The tenant filed an Application for Dispute Resolution (the “Application”) on August 11, 2020 seeking an order to cancel the Four Month Notice to End Tenancy (the “Four Month Notice”) for landlord’s use of the property. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on September 25, 2020. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

The tenant attended the hearing; the landlord did not. The tenant provided documented proof in the form of a registered mail receipt that the notice of this hearing, including the date and time, were sent to the landlord. They stated they provided their prepared evidence to the landlord in that same package soon after applying.

Background and Evidence

The landlord issued a Four Month Notice to the tenant on July 14, 2020 and served it by registered mail to the tenant. This specified a move out date of November 30, 2020.

At the outset of the hearing, the tenant stated they wished to withdraw their Application to cancel the Four Month Notice. The tenant confirmed they found other living arrangements and will move out of this rental unit on October 3 or October 4, 2020.

The tenant stated they provided the landlord with a notice to end tenancy, with at least 10 days’ written notice. They sent this to the landlord via registered mail on September 18, 2020. Two days prior to this hearing, they also provided a copy to the landlord in their separate mailbox. At the time of the hearing they have not heard back from the landlord in regard to the end of tenancy or this hearing.

I confirmed with the tenant in the hearing that they are withdrawing their Application to cancel the Four Month Notice. Because the landlord did not attend the hearing and did not contest the tenant’s testimony that their tenancy will end, I find it is not required to

grant the landlord an order of possession. As such, the tenancy will end when the tenant moves out at the beginning of October.

The tenant paid rent for the month of September. The tenant pointed to their right to one month's rent reimbursement, which is granted under section 51(1). Additionally, section 50(2) grants a refund where the tenant had paid the rent prior to giving their notice. I advised that a monetary reimbursement is not the subject of this review, and the landlord was not present at the hearing to arrange payment or present any reason as to why reimbursement of that one month's rent is not allowed. I advised the tenant to communicate clearly with the landlord on this issue.

Additionally, the matters raised by the tenant about a previously paid oil amount and the security deposit are topics to address separately with the landlord. This decision serves as notice to the landlord that these issues shall be addressed with the tenant prior to their move-out date in October.

Because the tenant withdrew their Application, I grant no reimbursement of the \$100.00 Application filing fee.

Conclusion

For the reasons above, I acknowledge the tenant's application to dismiss the Four-Month Notice is withdrawn. The tenancy remains in effect until the tenant moves out on the set date they provided to the landlord in their notice to end tenancy.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 25, 2020

Residential Tenancy Branch