



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FFT

Introduction

On September 30, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a Two Month Notice to End Tenancy, to request an Order for the Landlord to comply with the Act, and to claim reimbursement for the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

Issues to be Decided

Should the Notice to End Tenancy be cancelled, in accordance with section 49 of the Act?

Should the Landlord be ordered to comply with the Act, in accordance with section 62 of the Act?

Should the Tenant be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Both parties agreed that the month-to-month tenancy began on July 1, 2007. The monthly rent is \$602.79. The Landlord testified that she collected and still holds a security deposit in the amount of \$275.00.

The Landlord testified that she personally served a Two Month Notice to End Tenancy for Landlord's Use of Property, dated September 22, 2020 (the "Two Month Notice"), to the Tenant on September 22, 2020. The move-out date was for November 30, 2020, and the reason for the Two Month Notice was that the rental unit would be occupied by the Landlord.

The Landlord acknowledged that she provided a letter to the Tenant, dated November 2, 2020, that indicated that the Landlord's situation had changed and that the Landlord no longer required the rental unit for her own use. The Landlord rescinded the Two Month Notice.

The Landlord said that she changed her mind again and that she did want the eviction to occur and has attended this hearing based on the advice of the Residential Tenancy Branch.

The Tenant testified that she did receive the Two Month Notice, disputed the Two Month Notice, and then received correspondence from the Landlord that the Two Month Notice was rescinded as of November 2, 2020.

The Tenant is currently living in the rental unit and would like the tenancy to continue.

Analysis

I accept the Landlord's evidence that she advised the Tenant, in writing, that the Two Month Notice was rescinded as of November 2, 2020. As the Tenant had applied to cancel the Two Month Notice on September 30, 2020, I find that both parties consented to the cancellation of the Two Month Notice. As such, I find that the Two Month Notice is cancelled, and the Tenant was successful with their Application.

The Tenant requested that the Landlord stop threatening her with eviction when the Landlord attempts to illegally increase the monthly rent. I advised that the Act provides clear guidance on rent increases and if the Landlord does not comply, there are remedies through dispute resolution. I find the Tenant failed to provide sufficient evidence for an order for the Landlord to comply with the Act. As a result, I dismiss this part of the Tenant's claim.

I find that the Tenant's Application has merit and that they are entitled to compensation for the filing fee. I authorize the Tenant to deduct \$100.00 from a future rent payment to the Landlord, in accordance with Section 72 of the Act.

Conclusion

The Two Month Notice is cancelled, and the tenancy shall continue until ended in accordance with the Act.

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: December 08, 2020

Residential Tenancy Branch