



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL RR

Introduction

The tenant filed an Application for Dispute Resolution on December 15, 2020 seeking an order to cancel the Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two-Month Notice") and an order granting a reduction in rent. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on March 12, 2021. Both parties attended the conference call hearing. I explained the process and offered each party the opportunity to ask questions. Each party was provided the opportunity to present oral testimony and make submissions during the hearing.

The tenant stated that they delivered notice of this dispute via registered mail to the landlord. This included an initial package of evidence they prepared. The landlord confirmed they received this early evidence package with the notice, as well as a secondary package prepared by the tenant. The landlord provided that they hand delivered their evidence to the tenant who still resided in the rental unit at the time of the hearing. The tenant confirmed this at the outset of the hearing.

The landlord raised their concern with the third package from the tenant, received very near the time of the hearing. The tenant provided this was evidence they prepared in response to that of the landlord that they did not receive until March 4, 2021. They stated this information was very recent communication they had with the landlord.

I advised the parties I would assess each individual piece of evidence in the hearing should the need arise. The parties indicated their understanding of this, and the hearing proceeded with this in mind.

Regarding the end of tenancy, the landlord issued the Two-Month Notice to the tenant on November 30, 2020, giving the move-out date of January 31, 2021. In the hearing the tenant provided that they were going to move out from the rental unit on March 31, 2021. The

landlord responded to say this was new information to them. Concerning the Two-Month Notice and its validity, both parties had the opportunity to speak to that issue.

Given that the tenant provided affirmed testimony that they will be moving out on March 31, 2021, the validity of the Two-Month Notice is not in issue. For this reason, I dismiss the tenant's Application to cancel the Two-Month Notice.

At the outset, I advised both parties of the immediate issue concerning the validity of the Two-Month Notice. By Rule 6.2 of the *Residential Tenancy Branch Rules of Procedure*, I do not consider the tenant's application for a rent reduction because of the landlord's lack of repairs throughout the tenancy. By Rule 2.3, I find this issue is unrelated and I amend the tenant's Application to exclude this matter. The tenant is free at liberty to file a new and separate application to address the other issues.

Conclusion

The tenant's Application to cancel the Two-Month Notice is dismissed without leave to reapply. I issue the Order of Possession to be used by the landlord only if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2021. The landlord must serve the tenant this order if needed. Should the tenant fail to comply with the Order of Possession, the landlord may file and enforce it as an Order of the Supreme Court of British Columbia.

The separate issue of rent reduction is dismissed *with* leave to reapply. While I have provided leave to reapply, it does not extend to any applicable time limits under the *Act* and I made no legal findings on the merits of the dispute.

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: March 15, 2021