



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, RP, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant did not serve the landlord with the notice of hearing package or any documentary evidence. The landlord stated that they were advised of the hearing and were provided a courtesy copy of the hearing package while the landlord was filing an application for an order of possession as a result of a 2 month notice to end tenancy and a monetary claim for compensation and recovery of the filing fee.

At the outset, the tenant's application was clarified. The tenant's requests for an order for the landlord to comply and the request for repairs were discussed. The tenant confirmed that these requests were unrelated to the notice to end tenancy and had filed a separate application for dispute.

I find that the tenant has failed to comply with sections 88 and 89 of the Act for service of the notice of hearing package and the submitted documentary evidence. On this

basis, the tenant's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

Both parties agreed that the landlord had served the tenant with his application for dispute and the submitted documentary evidence via Canada Post Registered Mail that was set for June 21, 2021. Both parties consented to have that matter called forward and dealt with. Extensive discussions took place in which both parties confirmed that the landlord served the tenant with the 2 month notice to end tenancy for landlord's use of property dated December 18, 2020 via Canada Post Registered Mail. Both parties confirmed the contents of the notice which displays an effective end of tenancy date of February 28, 2021 and the one reason selected as:

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).

The landlord or the landlord's spouse.

During the hearing the landlord requested that his monetary claim for compensation be cancelled. As such, no further action is required for this portion of the claim.

The landlord stated that he had originally moved to Kelowna to work but was no longer employed in Kelowna as of September 29, 2020. The landlord stated that he would honor his fixed term tenancy ending on February 28, 2021 and as such issued a 2 month notice to end the tenancy on February 28, 2021 to occupy it at that time.

The tenant stated that he did not have any particular reason to dispute the landlord's notice, only stating that based on his own experience as a landlord that he knows of landlord's who give this type of notice to change tenants. The tenant stated that the landlord has not done or said anything to doubt the landlord's intent.

I find based upon the undisputed evidence of both parties that the landlord has provided sufficient evidence to justify the 2 month notice dated December 18, 2020. The landlord is granted an order of possession. Discussions took place with both parties in which an agreement to end the tenancy was made for April 1, 2021. As such, the order of possession shall be for April 1, 2021.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: March 30, 2021

Residential Tenancy Branch