



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction and Preliminary Matters

On April 8, 2021, the Tenants applied for a Dispute Resolution proceeding seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "Act") and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Tenants attended the hearing; however, the Landlord did not attend the hearing at any point during the 19-minute teleconference. At the outset of the hearing, I informed the Tenants that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Tenants advised that the Landlord was served with their Notice of Hearing and evidence package by placing it in the mailbox of the address that the Landlord listed for service on the Notice and the tenancy agreement, on April 21, 2021. They stated that they discovered that the Landlord did not live at this address as it had been rented out to other tenants. They submitted that the Landlord must have received this package as an agent for the purchaser of the rental unit on the Notice had contacted them requesting that they sign a new tenancy agreement. They confirmed that they signed a new tenancy agreement with the purchaser of the rental unit effective for July 1, 2021.

Firstly, I find it important to note that the Notice of Hearing and evidence package was not served in a manner that is prescribed by Section 89 of the *Act*. Even though it appears as if the Landlord may have received this package, I am not sufficiently satisfied that the Landlord has been duly served with the Tenants' Notice of Hearing and evidence package.

Secondly, the Tenants acknowledged that they signed a new tenancy agreement with the purchaser of the rental unit, effective for July 1, 2021. While they made submissions with respect to why they believed that it was necessary to dispute the Notice and why they should be entitled to recover their filing fee, given that they have engaged in a new tenancy, there is no longer an effective Notice to be cancelled.

As the Tenants were not successful in their claims, I find that the Tenants are not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

Based on the above, I dismiss the Tenants' Application without leave to reapply.

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: August 10, 2021

Residential Tenancy Branch