



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, OLC, RP, FFT

### Introduction

On June 6, 2021, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a Two-Month Notice to End Tenancy for the Landlord’s Use of the Property (the “Notice”) issued June 5, 2021, for an order that the Landlord comply with the Act, for an order that the Landlord make regular repairs to the rental property, and to recover the filing fee for their application. The matter was set for a conference call.

The Landlord’s agent (the “Landlord”), two of the Tenants and their translator (the “Tenant”) attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure requires the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

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.

### Issues to be Decided

- Should the Notice issued June 5, 2021, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Should the Landlord be ordered to comply with the *Act*?
- Should the Landlord be ordered to make repairs to the rental unit?
- Are the Tenants entitled to the return of their filing fee?

### Background and Evidence

While I have considered all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Landlord testified that they served the Notice to the Tenants on June 5, 2021, by posting the Notice to the front door of the rental unit. The Notice indicated that the Tenants were required to vacate the rental unit as of August 31, 2021. The reason checked off by the Landlord within the Notice was as follows:

- the landlord or the Landlord's spouse intends in good faith to occupy the rental unit.

The Landlord testified that they had moved into the rental unit, as the Tenants had moved out on August 31, 2021.

The Tenant testified that they moved out of the rental unit on August 31, 2021, as required by the two-month notice.

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

I find that this tenancy has already ended in accordance with the *Act* and that there is no requirement to determine the validity of this Notice or issue orders to comply with the

*Act* or repair the rental property. Therefore, I dismiss the Tenants' application in its entirety.

Conclusion

The Tenants application is dismissed.

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: October 4, 2021

---

Residential Tenancy Branch