



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, CNL, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a One Month Notice to End Tenancy for Cause ("1 Month Notice") and orders for the landlord to comply with the Act, regulations or tenancy agreement. The tenant subsequently submitted an Amendment seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice").

Both the landlord and the tenant appeared for the hearing. The tenant was also assisted by an Advocate. The parties were affirmed and the parties were ordered to not record the proceeding. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing materials. The tenant testified she served her original proceeding package and evidence to the landlord, in person, on July 23, 2021. The tenant testified she served the landlord with the Amendment to the landlord, in person, but she was uncertain as to the date. The landlord confirmed receiving proceeding materials from the tenant on two occasions and did not take issue with service upon her.

I noted the landlord had recently submitted evidence to the Residential Tenancy Branch. The landlord acknowledged she did not serve it upon the tenant. I informed the parties that I would not admit evidence that was not served upon the other party. The landlord responded that she would provide her evidence orally during the hearing.

After dealing with service, I heard that the tenant already vacated the rental unit on September 29, 2021. The landlord confirmed that to be accurate.

The tenant indicated that she vacated the rental unit pursuant to the 2 Month Notice and the tenant withdrew her request to cancel the 2 Month Notice. The tenant's request was granted without objection.

The tenant's Advocate stated that the tenant was hoping I would deal with the compensation payable for receiving a 2 Month Notice. The landlord confirmed that she understood the tenant is entitled to compensation equivalent to one month's rent and that the tenant had paid rent for her last month of tenancy (September 2021). As such, the landlord stated she would refund the tenant's rent payment for September 2021 to her but she needed to know where to send the refund. The parties agreed the tenant would contact the landlord to arrange for picking up the refund cheque from the landlord.

The landlord was cautioned that if she does not use the rental unit for the purpose stated on the 2 Month Notice, the tenant may be entitled to additional compensation from the landlord. The landlord responded that she understood and she would be using the rental unit for the stated purpose.

There is no monetary claim before me, and I do not provide a Monetary Order to the tenant. However, the tenant was informed that if she is not provided compensation, she is entitled to she may make another Application for Dispute Resolution.

In light of the above, I find the tenancy ended pursuant to the 2 Month Notice and I considered the dispute concerning the 1 Month Notice to be moot.

On another procedural notice, the landlord's last name was misspelled on the tenant's Application for Dispute Resolution and I amended the style of cause to reflect the landlord's last name correctly. I noted the tenant indicated two tenants in filing her Application for Dispute Resolution. The tenant explained she was the only tenant and she had provided her legal name and her nickname. I amended the style of cause to remove the tenant's nickname.

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: November 05, 2021

Residential Tenancy Branch