



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

The Tenant applies to cancel a Two-Month Notice to End Tenancy dated November 12, 2021 (the “Two-Month Notice”) pursuant to s. 49 of the *Residential Tenancy Act* (the “Act”). The Tenant also seeks return of her filing fee pursuant to s. 72.

Z.B. appeared on her own behalf as Tenant. K.S. appeared as Landlord and was represented by her son H.S.. H.S. advised that K.S. cannot speak English and that H.S. would provide all evidence for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

Neither party raised objections with respect to service of the Notice of Dispute Resolution and their evidence. Accordingly, I find that each party was sufficiently served with the other’s application materials pursuant to s. 71(2) of the *Act*.

Dismissal of Tenant’s Application

The Two-Month Notice was issued on the basis that a purchaser intended, in good faith, to occupy the rental unit. I was advised by the parties at the outset of the hearing that the sale of the property collapsed by way of agreement between the purchaser and the Landlord on January 13, 2022.

Given that the sale is not proceeding, the purchaser will not be occupying the rental unit as set out in the Two-Month Notice. Accordingly, the Two-Month Notice is no longer

relevant and is of no force or effect as it has been withdrawn by virtue of the collapsed sale of the property.

Accordingly, the Tenant's application is not necessary and is therefore dismissed. The Two-Month Notice is of no force or effect. The tenancy shall continue until it is ended in accordance with the *Act*.

Generally, when a party is successful in their application, they are entitled to the return of their filing fee pursuant to s. 72(1) of the *Act*. Under the circumstances, however, I do not believe it is appropriate to grant the Tenant's requested relief for the payment of her filing fee. Strictly speaking, the Two-Month Notice was withdrawn prior to the hearing when the sale collapsed on January 13, 2022. Thus, the issue raised by the Tenant's application, being the cancellation of the Two-Month Notice, was not in dispute at the hearing.

I find that the Tenant shall bear the cost of her application and her request for the filing fee under s. 72(1) is dismissed 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: February 17, 2022

Residential Tenancy Branch