



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPN

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession pursuant to the tenant's written notice to end tenancy, in accordance sections 45 and 55.

Landlord S.A., the tenant and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the *Act*, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made Page: 2 by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Both parties confirmed their email addresses for service of this decision.

Preliminary Issue- Amendment

The landlords' application for dispute resolution listed three tenants. Both parties agree that two of the tenants are tenant J.A.'s children and are not parties to the tenancy agreement. Pursuant to section 64 of the *Act*, I amend the landlords' application for

dispute resolution to remove the children's names as they are occupants, and not tenants.

Preliminary Issue – Service

Both parties agree that the landlords served the tenant with a copy of this application for dispute resolution and evidence via registered mail. I find that the above documents were served in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue- Application Made in Error

Both parties agree that the tenant did not provide the landlord with written notice to end the tenancy. The landlord testified that she applied for an Order of Possession based on the tenant's notice to end tenancy in error. The landlords' application for dispute resolution is therefore dismissed without leave to reapply.

In evidence, the landlord uploaded a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") which is dated February 2, 2022. The landlords filed this application for dispute resolution on January 18, 2022. The landlords did not file an amendment to this application seeking an Order of Possession pursuant to the Two Month Notice. Both parties agree that the tenant filed a separate application for dispute resolution seeking to cancel the Two Month Notice which is scheduled for May 24, 2022. The file number for the future file is located on the cover page of this decision.

I find that since the landlords did not amend their application for dispute resolution to seek an Order of Possession pursuant to the Two Month Notice and since it was disputed by the tenant in a separate application for dispute resolution, I will not adjudicate the merits of the Two Month Notice in this hearing.

This tenancy will continue, until ended in accordance with the *Act*.

Conclusion

The landlords' application for dispute resolution 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: April 19, 2022

Residential Tenancy Branch