



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FFL

Introduction

This hearing dealt with the tenant's application, filed on February 2, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated January 18, 2022 ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's lawyer, the tenant, and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 9:30 a.m. with me and the landlord's lawyer present. The tenant and his agent called in late at 9:38 a.m. This hearing ended at 9:53 a.m. This hearing lasted approximately 23 minutes.

The landlord's lawyer confirmed her name and spelling. She said that she had permission to represent the landlord named in this application at this hearing. She confirmed the landlord's name and spelling. She stated that the landlord owns the rental unit and provided the rental unit address. She provided her email address for me to send a copy of this decision to the landlord after the hearing.

The tenant confirmed his name and spelling. He confirmed the rental unit address. He provided his email address for me to send this decision to him after the hearing. He stated that his agent had permission to speak on his behalf at this hearing.

The tenant's agent confirmed his name and spelling. He stated that he had permission to speak on behalf of the tenant at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recording of this hearing by any party. During this hearing, the landlord's lawyer affirmed, under oath, that she would not record this hearing. The tenant's agent affirmed, under oath, that neither he, nor the tenant, would record this hearing.

I explained the hearing and the settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they did not want to settle this application, despite being given multiple opportunities for same. The landlord's lawyer stated that this matter was about unpaid rent, and the landlord did not want to negotiate about same with the tenant.

I do not make any amendment to the rental unit street address in the tenant's application, as requested by the landlord's lawyer. The landlord's lawyer stated that she found a different street name on an assessment but did not point me to documentary proof of same in the landlord's evidence. The tenant disputed same and confirmed the rental unit street address in this application.

The landlord's lawyer confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the Act, I find that the landlord was duly served with the tenant's application.

The landlord's lawyer stated that she served the landlord's evidence package to the tenant on April 26, 2022, by way of registered mail and email. She said that she did not provide a copy of the Canada Post receipt as evidence for this hearing. She provided a Canada Post tracking number verbally during this hearing. She stated that she served the evidence by email as a secondary method, even though email was not provided as a service method by the tenant.

The landlord's lawyer stated that this matter was about unpaid rent, and she wanted a monetary order for same. I informed her that the landlord did not file an application for unpaid rent, so she could not obtain a monetary order for same. I notified her that this hearing was to determine the 2 Month Notice, not unpaid rent. She confirmed her understanding of same.

The tenant's agent confirmed that the tenant did not provide a copy of the 2 Month Notice, as evidence for this hearing. I notified him that the tenant provided a copy of a one-page handwritten letter and titled it "Two Month Notice to End Tenancy Form" as evidence on the online RTB system.

The landlord's lawyer stated that she thought she provided a full copy of the four-page 2 Month Notice under Exhibit B of the landlord's evidence. I informed her that the landlord only provided the first page of the four-page notice. I notified her that the remaining three pages provided by the landlord under Exhibit B, were proofs of service regarding the 2 Month Notice.

I informed both parties that without a full copy of the 2 Month Notice submitted by either party as evidence for this hearing, I could not determine whether it complied with section 52 of the *Act*. I notified them that the landlord only provided page one of the notice and the tenant did not provide a copy of the notice.

I cannot make a decision or issue an order of possession, without a full copy of the 2 Month Notice. The second page of a 2 Month Notice, on the approved RTB form, states the reason for ending a tenancy, which neither party provided for this hearing.

Both parties had ample time to provide a full copy of the 2 Month Notice, as the tenant's application was filed on February 2, 2022, and this hearing occurred on May 9, 2022, more than three months later.

The tenant's agent confirmed that the tenant did not require an order to comply or any other relief at this hearing, aside from cancelling the 2 Month Notice.

I informed both parties that the tenant's application to cancel the 2 Month Notice was dismissed with leave to reapply. I notified them that the remainder of the tenant's application for an order to comply and to recover the filing fee was dismissed without leave to reapply. Both parties confirmed their understanding of same.

I informed both parties that the tenant is at liberty file a new application to cancel the 2 Month Notice, if he wants to pursue this claim in the future. Both parties confirmed their understanding of same.

The tenant's agent stated that he agreed with my decision. The landlord's lawyer did not dispute or raise an objection to my decision. I do not find prejudice to either party in making the above decision.

Conclusion

The tenant's application to cancel the landlord's 2 Month Notice, dated January 18, 2022, is dismissed with leave to reapply.

The remainder of the tenant's application 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: May 09, 2022

Residential Tenancy Branch