



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, FFT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 2 Month Notice to End Tenancy for Landlord’s Use pursuant to sections 49 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant attended at the date and time set for the hearing of this matter. The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:09 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant testified that he sent the landlord a copy of the Notice of Dispute Resolution Hearing package via registered mail on May 14, 2022. The tracking number for the mailing is recorded on the cover page of this decision. The landlord is deemed served with the Notice of Dispute Resolution Hearing on May 19, 2022, five days after it was sent via registered mail pursuant to sections 89 and 90 of the Act.

Preliminary Issue

At the commencement of the hearing, the tenant testified that he vacated the rental unit on June 30, 2022, the effective date noted in the landlord’s 2 Month Notice to End Tenancy for Landlord’s Use. The tenant testified that he received a free month’s rent as compensation for being served with the notice to end tenancy as required by section 51 of the Act.

Analysis

Based on the undisputed testimony of the tenant, I find the tenant accepted the validity of the landlord's 2 Month Notice to End Tenancy for Landlord's Use or otherwise agreed to terminate the tenancy. Consequently, the tenant's application seeking to cancel the notice to end tenancy is dismissed on this basis. As such, it is not necessary for me to determine on the merits whether the Notice to End tenancy was valid and I make no findings with respect to its validity. As the tenant has already moved out of the rental unit, it is not necessary for an order of possession to be granted.

Conclusion

Pursuant to section 44(1)(a)(v), I find the tenancy ended on June 30, 2022, with the landlord giving the tenant a notice under section 49 [landlord's notice: landlord's use of property].

The tenant's application seeking to cancel the notice to end tenancy is dismissed without leave to reapply.

The filing fee will not be recovered by the tenant as this application was not successful.

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: September 01, 2022

Residential Tenancy Branch