



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, FFT**

Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (“the Act”) for orders as follows:

- cancellation of the landlord’s Two Month Notice to End Tenancy for the Landlord’s Use pursuant to section 49
- reimbursement of the filing fee pursuant to section 72

Both parties attended the hearing with the landlord EM appearing. The tenant, LF appeared for herself. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The parties confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The tenant confirmed receipt of the Two Month Notice to End Tenancy (“Two Month Notice”) on May 30, 2022, and the landlord’s materials in response to the dispute notice on June 29, 2022. The landlord confirmed receipt of the dispute notice and the tenant’s materials on June 16, 2022. Service for both parties complies with sections 88 and 89 of the Act.

Preliminary Matter

The landlord filed a request to amend the tenant’s application on October 6, 2022, requesting a monetary order for unpaid rent. I explained that Rule 4.1 of the Rules of Procedure only allow the applicant to amend their application. As the tenant filed the

initial application, I will not consider the landlord's request for an amendment, and the landlord may make a further application to the RTB for issues related to unpaid rent.

Issue(s) to be Decided

1. Can the tenant cancel the Two Month Notice?
2. Is the tenant entitled to a return of the filing fee?

Background and Evidence

The tenancy commenced December 1, 2020 on a month to month basis. Rent was \$2,150.00 per month. At the time of the hearing the tenant had vacated the premises and the \$1,000.00 security deposit held by the landlord had been returned to the tenant.

On May 20, 2022, the landlord issued a 2 Month Notice to End Tenancy for Landlord's Use of Property.

The tenant confirmed that she had vacated the property because of this notice, was no longer in the rental property and did not wish to return to the property.

Analysis

The tenant vacated the rental property after receiving the Two Month Notice. I find that the tenant accepted the Two Month Notice issued on May 20, 2022.). It is not necessary to grant an order of possession to the landlord as the tenant no longer occupies the rental property.

I find the Two Month Notice meets the form and content requirements of section 52 of the Act. As the tenant vacated the residence as a result of the Two Month Notice, the tenant is entitled to one month rent pursuant to section 50(1) of the Act.

Conclusion

The tenant's application to cancel the 2 Month Notice is dismissed without leave to reapply. No Order of Possession is granted as the tenant has vacated the property.

The tenant's application for a return of the filing fee 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: October 18, 2022

Residential Tenancy Branch