



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR-MT, CNL
 CNR-MT, CNL

Introduction

This hearing was scheduled to convene at 9:30 a.m. on October 18, 2022 concerning applications made by the tenants which have been joined to be heard together. Both tenants seek orders cancelling notices to end the tenancy for unpaid rent or utilities; more time than prescribed to dispute the notices to end the tenancy for unpaid rent or utilities; and for orders cancelling notices to end the tenancy for landlord's use of property.

One of the tenants (CWAS) attended the hearing with an Advocate and an agent. The tenants' Advocate submitted that the tenant (DJM) has vacated the rental unit and withdraws the application.

However, the line remained open while the telephone system was monitored for in excess of 25 minutes and no one for the landlord joined the call.

The tenants' Advocate submitted that the landlord was served with the Hearing Package of the remaining tenant by registered mail on June 17, 2022 which was returned to sender marked "wrong address." The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities did not contain an address of the landlord. A search was conducted and the landlord was re-served on June 27, 2022 by registered mail. On June 29, 2022 the landlord served a Two Month Notice to End Tenancy for Landlord's Use of Property, which contained an address of the landlord; the same address that the hearing package was sent to on June 27, 2022.

I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 20, 2022 which does not contain an address of the landlord. I have also reviewed

the Two Month Notice to End Tenancy for Landlord's Use of Property dated June 29, 2022, which does contain an address of the landlord. Since the first notice to end the tenancy does not contain an address of the landlord for service, I am satisfied that the tenant has served the landlord as soon as possible after conducting a search and after receiving the notice that does contain an address for service of the landlord. In the circumstances, I am satisfied that the landlord has been served in accordance with the law.

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it. Also, in the case of a Two Month Notice to End Tenancy for Landlord's Use of Property, the landlord must demonstrate good faith intent to accomplish the stated purpose for ending the tenancy. Since the landlord has not joined the hearing, I cancel both notices, and the tenancy continues until ended in accordance with the law.

Conclusion

For the reasons set out above, the application of the tenant (DJM) is hereby dismissed as withdrawn.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued to the tenant (CWAS) dated May 20, 2022 is hereby cancelled.

The Two Month Notice to End Tenancy for Landlord's Use of Property issued to the tenant (CWAS) dated June 29, 2022 is hereby cancelled, and the tenancy continues until it has ended in accordance with the *Residential Tenancy Act*.

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