



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FFT

Introduction and Analysis

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated July 26, 2022 (2 Month Notice) and to recover the cost of the filing fee.

The tenant attended the teleconference hearing. The tenant was affirmed and an opportunity to ask questions was provided to the tenant. The tenant testified that since filing their application, they decided to vacate the rental unit and accept the 2 Month Notice. The tenant stated that they vacated the rental unit on September 30, 2022. The tenant confirmed that they did not have to pay their last month of rent as compensation for having been served the 2 Month Notice. Words utilizing the singular shall also include the plural and vice versa where the context requires.

In addition, the tenant confirmed that the landlord was not served with the Notice of Dispute Resolution Hearing dated August 22, 2022 (Notice of Hearing) or any evidence. Both parties have the right to a fair hearing. The landlord would not be aware of the hearing without having received the Notice of Hearing, which includes the tenant's application. Therefore, **I dismiss** the tenants' application **without leave to reapply** as I am not satisfied that the landlord has been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

I have not granted leave to reapply as the tenancy ended on September 30, 2022, the effective vacancy date listed on the 2 Month Notice.

Conclusion

The tenants' application is dismissed without leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the Act.

This decision will be emailed to the tenants and sent by regular mail to the landlord as the tenants did not provide an email address for the landlord.

I do not grant the filing fee due to the service issue.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 1, 2022

Residential Tenancy Branch