



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL LRE FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice), for an order to set limits on the landlord's right to enter the rental unit, site or property and to recover the cost of the filing fee.

The tenant, the landlord and an agent for the landlord, NA-M (agent) attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlord's late evidence was excluded from the hearing as it was filed late and not within the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 3.15. The parties confirmed that the tenant's evidence was received and reviewed, which I find complied with the time limits set out under the RTB Rules.

Preliminary and Procedural Matters

The parties confirmed their respective email addresses at the outset of the hearing. As a result, the decision will be sent by email to both parties.

RTB Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the request to cancel the 2 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 2

Month Notice and the filing fee at this proceeding. The balance of the tenant's application is dismissed, **with leave to re-apply**.

Issues to be Decided

- Should the 2 Month Notice be cancelled?
- Should the tenant be granted the filing fee?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on September 1, 2021. The tenancy converted to a month-to-month tenancy after August 31, 2022.

There was no 2 Month Notice issued under the Act. There was a text submitted by the tenant, that the parties agreed was sent from the landlord (Text). The parties were advised that the Text was not an approved method under the Act to end a month-to-month tenancy, which I will address further below.

The landlord requested to have a future hearing regarding an actual 2 Month Notice considered at this hearing, which was declined as there was no 2 Month Notice submitted for my consideration and the fact that the future hearing is already scheduled for May 30, 2023 at 11:00AM. The parties are encouraged to attend that scheduled dispute resolution hearing, the file number of which has been included on the cover page of this decision for ease of reference.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, the tenant was never served with a 2 Month Notice and as such, there is nothing to cancel under the Act. The Text is not enforceable and is not an approved method for ending the tenancy. Should the landlord decide to issue a 2 Month Notice, the approved form under the Act is RTB Form 32, which can be found at the following RTB website:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-by-number>

As there is no 2 Month Notice before me to be cancelled, the tenancy shall continue until ended in accordance with the Act.

I do not grant the filing fee as there was no 2 Month Notice before me to cancel.

Conclusion

There is no 2 Month Notice under the Act to be cancelled.

The tenancy shall continue until ended in accordance with the Act.

I decline to grant the filing fee as indicated above.

This decision will be emailed to both parties as indicated above.

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: February 24, 2023

Residential Tenancy Branch