



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL, OLC, FF

### Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order cancelling the Two Month Notice to End Tenancy for Landlord's Use of Property (Notice/2 Month Notice) issued by the landlord, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, and recovery of the cost of the filing fee.

The tenant and the landlord attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. The parties were affirmed. The landlord's two witnesses were excused from the hearing after being affirmed.

The parties confirmed receipt of the other's evidence and the landlord confirmed receipt of the tenant's application.

Due to the evidence submitted, a discussion began on preliminary matters. Due to this discussion, I determined that a full hearing on the merits of the landlord's 2 Month Notice was no longer required.

### Analysis and Conclusion

The written tenancy agreement was filed in evidence. The tenancy agreement listed a tenancy start date of May 15, 2022, for a fixed-term through May 15, 2023. Monthly rent is \$1,400.

The 2 Month Notice was filed in evidence. The Notice was dated October 13, 2022 and listed an effective move-out date of December 15, 2022. The reason listed on the Notice for ending the tenancy was that the landlord or spouse intended to occupy the rental unit. The landlord confirmed that she now understands that the 2 Month Notice was invalid as it attempted to end the tenancy prior to the end of the fixed-term. The landlord confirmed in their documentary evidence that the 2 Month Notice was rescinded.

The evidence also included a One Month Notice to End Tenancy for Cause (Notice) issued by the landlord. In their documentary evidence, the landlord also indicated that the 1 Month Notice was rescinded as they did not want to act on the request for a pet damage deposit. The 1 Month Notice also did not have an effective move-out date, as required by the Act, which I find invalidates the 1 Month Notice.

I determined that the landlord's intentions as stated in oral and written evidence effectively cancelled or withdrew the 2 Month Notice.

The tenant confirmed that they did not object to the Notice being withdrawn.

Due to the above, I find by mutual agreement of the parties, the 2 Month Notice dated October 13, 2022, for an effective move-out date of December 15, 2022, is withdrawn.

As to the tenant's request for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, there was a discussion at the hearing about the parties' rights and responsibilities under the Act and Residential Tenancy Regulation regarding quiet enjoyment, notices of entry to the rental unit, and timelines for such notices.

For this reason, I do not issue an order for the landlord's compliance in this matter. The tenant is at liberty to re-apply in the event it is necessary in the future.

I find it was necessary for the tenant to file this application to dispute the 2 Month Notice, and as a result, I grant the tenant the recovery of the \$100 filing fee. **I authorize** the tenant a one-time rent reduction in the amount of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee. The tenant should inform the landlord when making this deduction so that the landlord has no grounds to serve a 10 Day Notice in that event.

As the landlord stated their intention was to sell the residential property after the fixed-term ended, as a courtesy to the parties, I provide the following link to the Residential Tenancy Branch (RTB) website for information purposes:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/during-a-tenancy/selling-a-tenanted-property>

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 27, 2023

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Residential Tenancy Branch