



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;

The tenant attended the hearing with the advocate ("the tenant") and was given the opportunity to make submissions as well as present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The landlord did not appear at the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional fifteen minutes to allow the landlord the opportunity to call. The teleconference system indicated only the tenant, advocate and I had called into the hearing. I confirmed the correct call-in number and participant code for the landlord had been provided.

Preliminary Issue - Service

As the landlord did not attend the hearing, the tenant provided evidence of service.

The tenant stated they served the landlord with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on January 24, 2023 to

the landlord's residence, the address for which is in the Two Month Notice. The registered mail is deemed received by the landlord under section 90 of the *Act* five days later.

The tenant testified to the tracking number of the registered mail which is referenced on the first page.

I accept the tenant's evidence they served the landlord as testified. Pursuant to the tenant's evidence and sections 89 and 90, I find the tenant served the landlord with the Notice of Hearing and Application for Dispute Resolution on January 29, 2023.

Issue(s) to be Decided

Is the tenant entitled to an Order cancelling the Two Month Notice?

Background and Evidence

I have reviewed all evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The tenant testified that they are a tenant of the landlord. The tenant submitted a copy of a Two Month Notice in the RTB, the key elements summarized as follows:

INFORMATION	DETAILS
Type of Notice	Two Month Notice
Date of Notice	January 15, 2023
Effective Date of Notice	March 15, 2023
Date and Method of Service	Acknowledged
Reasons for Issuance	Unit to be occupied by mother or father of the landlord or landlord's spouse

Application filed	January 16, 2023, within 15-day time
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The tenant has not accepted the Two Month Notice and is seeking cancellation of the Notice. In their written submission, the tenant stated:

They harassed us to pay full amount B.C hydro and gas. Without notice they increased the rent. They did not provide us with an tenancy agreement. They verbally talked in punjabi with Bad words.

The tenant testified the landlord listed the building for sale at the time they issued the Two Month Notice. The tenant submitted a copy of the realtor listing.

The tenant believes the landlord wants to sell the building or to rent the unit to someone else at higher rent.

The burden to support the reason to end the tenancy rests with the landlord.

The landlord failed to attend the hearing.

Analysis

Based on the above, the testimony and evidence of tenant, and on a balance of probabilities, I find as follows.

The landlord was served with Notice of Hearing and Application for Dispute Resolution.

A landlord who issues a notice to end tenancy bears the burden of proof that there is sufficient reason to end a tenancy.

The landlord failed to attend the hearing to confirm that the landlord issued the Two Month Notice and to provide testimony on why the tenancy needs to end.

Since the landlord has failed to attend the hearing to provide testimony and pursue enforcement of the Two Month Notice, the Notice is cancelled.

The tenant's' application to cancel the Two Month Notice is successful. The tenancy will continue until ended in accordance with the Act.

A landlord is required under the Act to provide a copy of the tenancy agreement to the tenant.

The landlord is ordered to provide a copy of the tenancy agreement to the tenant by May 21, 2023.

Conclusion

The landlord failed to attend the hearing to provide testimony and pursue enforcement of the Two Month Notice. The Two Month Notice is cancelled.

The tenancy continues until ended in accordance with the Act.

The landlord is ordered to provide a copy of the tenancy agreement to the tenant by May 21, 2023.

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: May 11, 2023

Residential Tenancy Branch