



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL OLC FFT

This dispute relates to the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- Cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice),
- Order landlord to comply with Act, Regulation or tenancy agreement,
- Filing fee of \$100.

The parties listed on the cover page of this decision attended the teleconference hearing. The parties were affirmed and were provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) and relevant to the matters before me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence. As a result, I find there are no service issues under the Act.

Preliminary and Procedural Matters

The parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Issues to be Decided

- Should the 2 Month Notice be cancelled?
- Should the landlord be ordered to comply with the Act, Regulation or tenancy agreement.
- If yes, is the tenant entitled to recover the cost of the filing fee?

Background and Evidence

A fully copy of the 2 Month Notice was not submitted in evidence.

The tenant claims that a written 2 Month Notice was not served on them and instead a What's App message was served giving the tenant 2 months to vacate the rental unit. The landlord did not deny the What's App message but claimed they also provided a written 2 Month Notice dated February 1, 2023.

Neither party provided a copy of pages 2, 3 and 4 of the 4-page 2 Month Notice.

Analysis

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

The RTB Rules requires the landlord to present their evidence first once a notice has been disputed. In this matter, the landlord failed to provide a full copy of the 2 Month Notice. As a result, I must cancel the 2 Month Notice as I am unable to determine whether all 4 pages were served on the tenant and whether page 2 complied with section 52 of the Act.

Due to the landlord failing to present a full copy of the 2 Month Notice during the hearing, **the 2 Month Notice is cancelled** and is of **no force or effect**. I find I did not need to consider whether or not it was ever served on the tenant as there is no full copy of the 2 Month Notice before me.

I ORDER the tenancy to continue until ended in accordance with the Act pursuant to section 62(3) of the Act.

As the tenant's application had merit, I find that the tenant is entitled to monetary compensation pursuant to section 67 of the Act, in the amount of **\$100** to recover the filing fee.

I ORDER a one-time rent reduction in the amount of \$100 from a future month of rent in full satisfaction of the tenant's recovery of the cost of the filing fee. This order is pursuant to section 62(3) of the Act.

Conclusion

The 2 Month Notice dated February 1, 2023, is cancelled and is of no force or effect.

A What's App message does not constitute a notice to end tenancy and has no force or effect.

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

The tenant is granted a one-time rent reduction of \$100 as full recovery of the filing fee.

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: June 8, 2023

Residential Tenancy Branch