



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL-MT, DRI, OLC, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenant on February 15, 2023, under the *Residential Tenancy Act* (the Act), seeking:

- Cancellation of a Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice);
- An extension to the timeline set out under section 49(5) of the Act;
- To dispute a rent increase;
- An order for the Landlord to comply with sections 50(2) and 51(1) of the Act; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 9:30 am on June 13, 2023, and was attended by the Tenant, their spouse IG, their witness HK, their interpreter JO, a support worker for the Tenant LG, a lawyer for the Tenant DS, and the Landlord. All testimony provided was affirmed. As the Landlord acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP), and raised no concerns regarding the service date or method, the hearing proceeded as scheduled. The parties were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The parties were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that recordings of the proceedings are prohibited, and confirmed that they were not recording the proceedings.

## Preliminary Matters

### Preliminary Matter #1

The Tenant's Lawyer stated that the Applicant HK is a witness and not a tenant under the tenancy agreement. As there were no objections, the Application was amended to remove HK as a named party.

### Preliminary Matter #2

In their Application the Tenant sought remedies under multiple unrelated sections of the Act. Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

As the Tenant applied to cancel a Two Month Notice, I find that the priority claim relates to whether the tenancy will continue or end. As a result, I exercised my discretion to dismiss the following claims with leave to reapply:

- An order for the Landlord to comply with the Act, regulation, or tenancy agreement; and
- The dispute of a rent increase.

As a result, the hearing proceeded based only on the Tenant's Application seeking cancellation of the Two Month Notice and recovery of the filing fee.

### Preliminary Matter #3

The Tenant sought an extension to the time limit set out under section 49(5) of the Act. However, the Landlord stated that the Two Month Notice was personally served on February 1, 2023, and the Tenant filed the Application seeking its cancellation on February 15, 2023. As a result, I am satisfied that they sought cancellation of the Two Month Notice on time. It was therefore unnecessary to assess if the Tenant was entitled to an extension to this time limit pursuant to section 66(1) of the Act.

Issue(s) to be Decided

Is the Tenant entitled to cancellation of the Two Month Notice?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The Landlord stated that the Two Month Notice was personally served on February 1, 2023, and the Tenant acknowledged receipt sometime between February 1, 2023 – February 5, 2023.

At the hearing the Landlord stated that they have withdrawn the Two Month Notice and the tenancy may continue.

Analysis

I grant the Tenant's Application seeking cancellation of the Two Month Notice as the Landlord agreed to withdraw the notice at the hearing. As the Tenant was successful, I also grant them recovery of the \$100.00 filing fee pursuant to section 72(1) of the Act.

Conclusion

I grant the Tenant's Application seeking cancellation of the Two Month Notice. I therefore order that the tenancy continue in full force and affect until it is ended by one or more of the parties in accordance with the Act.

Pursuant to section 72(1) and 72(2)(a) of the Act, the Tenant may withhold \$100.00 from the next months rent payable under the tenancy agreement in recovery of the filing fee.

The parties were also advised that rent may only be increased in accordance with the Act and regulations and that tenancy agreements follow the rental unit, not the Landlord/owner, should ownership change during the tenancy.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 13, 2023

---

Residential Tenancy Branch